

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

1910702190416000000000014

(i) *Declaration of Ed Mosley in Support of the Application of Debtors for Authority To (i) Employ and Retain Alvarez & Marsal North America, LLC as Financial Advisor for the Debtors Nunc Pro Tunc to the Petition Date and (ii) Waive Certain Information Disclosure Requirements*, filed contemporaneously herewith and attached hereto as Exhibit A (the “**Mosley Declaration**”) and (ii) entire record of the Chapter 11 Cases. In further support of this Application, the Debtors respectfully state as follows:

Relief Requested

1. By this Application, and pursuant to sections 327(a) and 328(a) of title 11 of the United States Code (the “**Bankruptcy Code**”), Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”) and Rules 2014-1 and 2016-2(h) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “**Local Rules**”), the Debtors seek entry of an order (the “**Proposed Order**”) (a) authorizing the Debtors to employ and retain Alvarez & Marsal North America, LLC together with employees of its affiliates (all of which are wholly-owned by its parent company and employees), its wholly owned subsidiaries, and independent contractors (collectively, “**A&M**”) as their financial advisor *nunc pro tunc* to the Petition Date (as defined below), in accordance with the terms and conditions set forth in that certain engagement letter, dated as of March 1, 2019 (the “**Engagement Letter**”), a copy of which is attached as Exhibit 1 to the Proposed Order, (b) approving the terms of A&M’s employment and retention, including the fee and expense structure and the indemnification, contribution, reimbursement, and related provisions set forth in the Engagement Letter, (c) waiving certain informational requirements of Local Rule 2016-2, and (d) granting such other and further relief as is just and proper.

Jurisdiction and Venue

2. The United States Bankruptcy Court for the District of Delaware (the “**Court**”) has jurisdiction over this Application pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012.

3. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2) and, pursuant to Local Rule 9013-1(f), the Debtors consent to the entry of a final order by the Court in connection with this Application to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

4. Venue of the Chapter 11 Cases and related proceedings is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

Background

5. On April 1, 2019 (the “**Petition Date**”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors have continued in possession of their property and have continued to operate and manage their businesses as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

6. No request has been made for the appointment of a trustee or examiner, and no official committee has been appointed in the Chapter 11 Cases.

7. Additional information about the Debtors’ businesses and affairs, capital structure and prepetition indebtedness, and the events leading up to the Petition Date, can be found in the *Declaration of Michael B. Howe in Support of Debtors’ Chapter 11 Proceedings and First Day Pleadings* (the “**Howe Declaration**”), which is incorporated herein by reference.

8. The Chapter 11 Cases are being jointly administered pursuant to Bankruptcy Rule 1015(b) and the *Order Directing Joint Administration of Chapter 11 Cases* [D.I. 48] entered by the Court on April 2, 2019 in each of the Chapter 11 Cases.

A&M's Qualifications

9. As detailed in the Mosley Declaration, A&M specializes in interim management, crisis management, turnaround consulting, operational due diligence, creditor advisory services, and financial and operational restructuring. A&M's debtor advisory services have included a wide range of activities targeted at stabilizing and improving a company's financial position, including (a) developing or validating forecasts, business plans, and related assessments of a business's strategic position, (b) monitoring and managing cash, cash flow, and supplier relationships, (c) assessing and recommending cost reduction strategies, and (d) designing and negotiating financial restructuring packages.

10. The members and senior executives of A&M's restructuring and reorganization practice have been particularly active in large, complex and high-profile bankruptcies and restructurings, having advised parties in the following chapter 11 reorganizations, among others: *In re Imerys Talc America, Inc.*, Case No. 19-10289 (LSS) (Bankr. D. Del. Feb. 13, 2019); *In re Fairway Energy, LP*, Case No. 18-12684 (LSS) (Bankr. D. Del. Nov. 26, 2018); *In re LBI Media, Inc.*, Case No. 18-12655 (CSS) (Bankr. D. Del. Nov. 21, 2018); *In re Gulfmark Offshore, Inc.*, Case No. 17-11125 (KG) (Bankr. D. Del. May 17, 2017); *In re Bonanza Creek Energy, Inc.*, Case No. 17-19915 (KJC) (Bank. D. Del. Jan. 26, 2017); *In re Performance Sports Group, Inc.*, Case No. 16-12373 (KJC) (Bank. D. Del. Oct. 31 2016); *In re Key Energy Services Inc.*, Case No. 16-12306 (BLS) (Bankr. D. Del. Oct. 24, 2016); *In re Halcon Resources Corp.*, Case No. 16-11724 (BLS) (Bankr. D. Del. July 27, 2016); *In re Penn Virginia Corp.*, Case No. 16-

32395 (KLP) (Bankr. E.D. Va. June 27, 2016); *In re Seventy Seven Energy Inc.*, Case No. 16-11410 (LSS) (Bankr. D. Del. June 7, 2016); *In re SandRidge Energy, Inc.*, Case No. 16-32488 (DRJ) (Bankr. S.D. Tex. May 16, 2016); *In re Breitburn Energy Partners LP*, Case No. 16-11390 (SMB) (Bankr. S.D.N.Y. May 15, 2016); *In re Swift Energy Company*, Case No. 15-12670 (MFW) (Bankr. D. Del. Dec. 31, 2015); *In re Samson Res. Corp.*, Case No. 15-11934 (CSS) (Bankr. D. Del. Sept. 16, 2015).² Accordingly, A&M has developed significant relevant experience and expertise that will assist it in providing effective and efficient services in the Chapter 11 Cases. The Debtors believe that A&M has the requisite qualifications and experience to serve as their financial advisor.

11. Moreover, prior to the filing of the Chapter 11 Cases, the Debtors retained A&M to serve as their financial advisor pursuant to the Engagement Letter, which engagement was principally for the purpose of assisting the Debtors' senior management and other advisors in the formulation, analysis, and implementation of various strategic or capital structure alternatives. In providing prepetition services to the Debtors in connection with these matters, A&M's professionals have worked closely with the Debtors' management and other professionals and have become well-acquainted with the Debtors' operations, debt structure, creditors, business and operations, and related matters, including (a) working cooperatively with the Debtors' other professionals to explore various strategic and financial restructuring alternatives, (b) reviewing the Debtors' business plan and operating assumptions, (c) assisting the Debtors in the preparation of financial-related disclosures required by the Court, including the Debtors' Schedules of Assets and Liabilities, Statements of Financial Affairs, and Monthly Operating Reports, (d) providing input to convert to a debtor-in-possession cash flow model and assisting with negotiations of use

² Because of the voluminous nature of the orders cited in this Application, they are not attached to the Application. Copies of these orders are available upon request to the Debtors' proposed counsel.

of cash collateral and debtor-in-possession financing, (e) assisting with the identification and implementation of short-term cash management procedures, and (f) assisting management with responses and data gathering required as a result of due diligence conducted by various creditors' advisors. Accordingly, A&M has developed significant relevant experience and expertise regarding the Debtors' businesses that will assist it in providing effective and efficient services in the Chapter 11 Cases.

12. In providing prepetition services to the Debtors, A&M has worked closely with the Debtors' senior management and their other advisors and with the professional advisors of other major stakeholders that will be involved in the Chapter 11 Cases. Accordingly, A&M has developed relevant experience and expertise regarding the Debtors that (a) make A&M an appropriate selection as the Debtors' financial advisor and (b) will assist A&M in providing effective and efficient services in the Chapter 11 Cases.

13. Should the Court approve the Debtors' retention of A&M as a financial advisor, A&M will continue, without interruption, to perform the services for the Debtors as described herein. On the other hand, if the Debtors were required to retain a financial advisor other than A&M in connection with the Chapter 11 Cases, the Debtors, their estates, and all parties in interest would be unduly prejudiced by the time and expenses necessary to familiarize another professional with the intricacies of the Debtors and their business operations.

A&M's Services

14. As set forth more fully in this Application and the Engagement Letter, in consideration for the compensation contemplated therein, A&M has provided, and will continue to provide (as applicable), a broad range of necessary financial advisory and consulting services to the Debtors, in each case as the Debtors shall request and as A&M and the Debtors shall deem

appropriate and feasible in order to advise the Debtors in the course of the Chapter 11 Cases.

The Engagement Letter sets forth the following services to be provided by A&M:³

- (a) assistance to the Debtors and its advisers in potential restructuring efforts;
- (b) assistance in evaluation of the Debtors' current business plan and in preparation of a revised operating plan and cash flow forecast and presentation of such plan and forecast to the Debtor's board of directors and its creditors;
- (c) assistance with all aspects of contingency planning in connection with the Chapter 11 Cases, including in preparation of any first-day motions, first-day declarations, and supporting material in support of potential first- and second-day hearings;
- (d) review of the Debtors' cash flow forecast, provide input to convert to a debtor-in-possession cash flow model and assist with any negotiations of use of cash collateral and debtor-in-possession financing, if necessary, and any ongoing reporting requirements related to same;
- (e) support management together with the Company's other engaged professionals in developing restructuring plans and internal and external communication action plans regarding any restructuring process and the Chapter 11 Cases;
- (f) assist accounting staff in preparing for a chapter 11 filing, including accounts payable cut off;
- (g) assist management with responses and data gathering required as a result of due diligence conducted by various creditors' advisors;
- (h) assist with bankruptcy preparation, case administration (including, but not limited to, preparing statements of financial affairs, schedules of assets and liabilities, creditor matrix, first-day motions, and monthly operating reports), and/or other restructuring efforts;
- (i) assist management's efforts to develop and prepare, in cooperation with the Debtors' other engaged professionals, a chapter 11 plan of reorganization and accompanying disclosure statement, with exhibits and appendices thereto, including a liquidation analysis and financial projections, as applicable;
- (j) assist with the Debtor's and its other engaged professionals' efforts to sell some or all of their assets pursuant to an out-of-court transaction or pursuant to section

³ The summary of the Engagement Letter in this Application is qualified in its entirety by reference to the provisions of the Engagement Letter. To the extent that there is any discrepancy between the summary contained herein and the terms set forth in the Engagement Letter, the terms of the Engagement Letter shall control.

363 of the Bankruptcy Code, including liaising with potential purchasers, providing due diligence and assisting in any matters related to closing a sale transaction;

- (k) assistance in financing issues including assistance in preparation of reports and liaison with creditors;
- (l) report to the Debtors' board of directors as desired or directed by the debtor's responsible officers; and
- (m) other activities as are requested by the Debtors and approved by A&M.

15. The services that A&M will provide to the Debtors are necessary to assist the Debtors with their restructuring efforts and to maximize the value of their estates. The resources, capabilities, and experience of A&M in advising the Debtors are important to the Debtors' chapter 11 efforts. A highly qualified financial advisor, such as A&M, fulfills a critical need that complements the services offered by the Debtors' other restructuring professionals.

Compensation

16. Subject to Court approval, and in accordance with section 328(a) of the Bankruptcy Code, the Debtors will compensate A&M in accordance with the terms and conditions and at the times set forth in the Engagement Letter, which provides in relevant part for the following compensation structure (the "**Fee and Expense Structure**"):

- (a) A&M will be paid by the Debtors for the services of A&M's professionals based on their customary hourly billing rates, which shall be subject to the following ranges:

Restructuring Professionals:

Managing Directors	\$875–1,100
Directors	\$675–850
Analysts/Associates	\$400–650

Case Management:

Managing Directors	\$825–950
Directors	\$650–800
Analysts/Consultants	\$400–600

A&M will use commercially reasonable efforts to assign work to the lowest hourly rate employee that can competently handle the work product. Such rates shall be subject to adjustment annually at such time as A&M adjusts its rates generally. Non-working travel time will be billed at 50% of the applicable hourly rate.

- (b) A&M will also seek reimbursement for its reasonable and documented out-of-pocket expenses incurred in connection with this assignment, such as travel, lodging, duplicating, messenger, and telephone charges. All fees and expenses will be billed on a monthly basis or, at A&M's discretion, more frequently.

Invoices are payable upon receipt.

17. A&M received \$200,000 from the Debtors as a retainer in connection with its financial advisory work, as described in the Engagement Letter. In the 90 days prior to the Petition Date, A&M received retainers and payments totaling \$1,876,734 in the aggregate for services performed for the Debtors. A&M has applied these funds to amounts due for services rendered and expenses incurred prior to the Petition Date. A precise disclosure of the amounts or credits held, if any, as of the Petition Date will be provided in A&M's first interim fee application for post-petition services and expenses to be rendered or incurred for or on behalf of the Debtors. The unapplied residual retainer, which is estimated to total approximately \$247,763.00, will not be segregated by A&M in a separate account, and will be held until the end of the Chapter 11 cases and applied to A&M's finally approved fees in these proceedings.

18. The Debtors understand that A&M intends to apply for compensation for professional services rendered and reimbursement of reasonable and documented out-of-pocket expenses incurred in connection with the Chapter 11 Cases, subject to the Court's approval and

in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and any other applicable procedures and orders of the Court, including any order granting this Application (to the extent compliance is not waived); *provided* that the Debtors seek to retain A&M pursuant to section 328(a) of the Bankruptcy Code and request that all compensation and expenses shall not be subject to any other standard, including section 330 of the Bankruptcy Code. Subject to Court approval and in accordance with section 328 of the Bankruptcy Code, the applicable provisions of the Bankruptcy Rules, the Local Rules, and any other applicable procedures or orders of the Court, A&M will seek from the Debtors payment for compensation on an hourly basis and reimbursement of actual and necessary expenses incurred by A&M.

19. As outlined in the Mosley Declaration, (a) no commitments have been made or received by A&M with respect to compensation or payment in connection with the Chapter 11 Cases other than in accordance with applicable provisions of the Bankruptcy Code and the Bankruptcy Rules, and (b) A&M has no agreement with any other entity to share with such entity any compensation received by A&M in connection with the Chapter 11 Cases.

20. The Debtors believe that the Fee and Expense Structure described above is comparable to compensation generally charged by financial advisory firms of similar stature to A&M for comparable engagements, both in and out of bankruptcy. Further, the Debtors believe that the Fee and Expense Structure described above is consistent with A&M's normal and customary billing practices for cases of this size and complexity that require the level and scope of services outlined.

21. The terms and the conditions of the Engagement Letter were negotiated between the Debtors and A&M at arm's length and they reflect the parties' mutual agreement as to the substantial efforts that will be required in this engagement.

22. In light of the foregoing, and given the numerous issues that A&M may be required to address in the performance of its services under the Engagement Letter, A&M's commitment to the variable level of time and effort necessary to address all such issues as they arise and the market prices for A&M's services for engagements of this nature in both the in and out of court contexts, the Debtors believe the Fee and Expense Structure is reasonable and should be approved under section 328(a) of the Bankruptcy Code.

Indemnification

23. The Debtors have agreed to indemnify A&M from and against certain losses arising out of their engagement by the Debtors in connection with the Chapter 11 Cases, other than claims resulting from the gross negligence or willful misconduct of A&M, pursuant to the indemnification provisions set forth in paragraph 10 of the Engagement Letter and the accompanying Indemnification and Limitation on Liability Agreement attached to the Engagement Letter (the "**Indemnification Provisions**"). Notwithstanding the foregoing, the Debtors and A&M have agreed to modify such provisions as follows, during the pendency of the Chapter 11 Cases:

- (a) A&M shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Letter for services, unless such services and the indemnification, contribution, or reimbursement therefore are approved by the Court;
- (b) The Debtors shall have no obligation to indemnify A&M, or provide contribution or reimbursement to A&M, for any claim or expense that is either (i) judicially

determined (the determination having become final) to have arisen from A&M's gross negligence, willful misconduct, breach of fiduciary duty, if any, bad faith, or self-dealing, (ii) for a contractual dispute in which the Debtors allege the breach of A&M contractual obligations, unless the Court determines that indemnification, contribution, or reimbursement would be permissible pursuant to *In re United Artists Theatre Company, et al.*, 315 F.3d 217 (3d Cir. 2003), or (iii) settled prior to a judicial determination as to A&M's gross negligence, willful misconduct, breach of fiduciary duty, or bad faith, or self-dealing but determined by the Court, after notice and a hearing to be a claim or expense for which A&M should not receive indemnity, contribution, or reimbursement under the terms of the Agreement as modified by the proposed Order; and

- (c) If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in the Chapter 11 Cases (that order having become a final order no longer subject to appeal), and (ii) the entry of an order closing the Chapter 11 Cases, A&M believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, and/or reimbursement obligations under the Engagement Letter (as modified by this Application), including, without limitation, the advancement of defense costs, A&M must file an application therefore in the Court, and the Debtors may not pay any such amounts to A&M before the entry of an order by the Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by A&M for indemnification, contribution, or reimbursement, and not a

provision limiting the duration of the Debtors' obligation to indemnify A&M. All parties in interest shall retain the right to object to any demand by A&M for indemnification, contribution, or reimbursement.

24. The Indemnification Provisions were negotiated by the Debtors and A&M at arm's length and in good faith. The Debtors submit that such indemnification is standard for financial advisory engagements, both in and out of court, and that the provision of such indemnification by the Debtors, as modified by the Proposed Order, is fair and reasonable considering A&M's qualifications and the expectations of other financial advisory firms in connection with engagements of this scope and size. The terms of the Indemnification Provisions, as modified in the Proposed Order, are similar to indemnification terms that have been previously approved by the Court and other bankruptcy courts in other large chapter 11 cases. *See, e.g., In re Imerys Talc America, Inc.*, Case No. 19-10289 (LSS) (Bankr. D. Del. Feb. 13, 2019); *In re Fairway Energy, LP*, Case No. 18-12684 (LSS) (Bankr. D. Del. Nov. 26, 2018); *In re LBI Media, Inc.*, Case No. 18-12655 (CSS) (Bankr. D. Del. Nov. 21, 2018); *In re Gulfmark Offshore, Inc.*, Case No. 17-11125 (KG) (Bankr. D. Del. May 17, 2017); *In re Bonanza Creek Energy, Inc.*, Case No. 17-19915 (KJC) (Bankr. D. Del. Jan. 26, 2017).

No Duplication of Services

25. In addition to this Application, the Debtors have applied, or expect to apply (as applicable), to the Court to retain (*inter alia*) (a) Davis, Polk & Wardwell LLP, as counsel, (b) Morris, Nichols, Arsht & Tunnell LLP, as Delaware counsel, (c) Evercore Group L.L.C., as investment banker, (d) Deloitte & Touche LLP, as auditor, (e) PricewaterhouseCoopers LLP, as tax advisor, and (f) Kurtzman Carson Consultants LLC, as notice and claims agent. The Debtors are mindful of the need to avoid duplication of services and the Debtors understand that A&M

will use its reasonable efforts to work cooperatively with the Debtors' other professionals to prevent any duplication of work performed by those professionals on behalf of the Debtors. The Debtors believe that A&M's services will not duplicate the efforts of the other professionals retained by the Debtors in the Chapter 11 Cases.

Disinterestedness

26. To the best of the Debtors' knowledge, information, and belief as of the date hereof, A&M (a) is a "disinterested person," as such term is defined in section 101(14) of the Bankruptcy Code and as required under section 327(a) of the Bankruptcy Code and, except as set forth in further detail in the Mosley Declaration, (b) does not hold an interest materially adverse to the interest of the Debtors' estates or of any class of creditors or equity security holders, and (c) has no connection to the Debtors, their creditors, other parties in interest.

27. The Debtors' knowledge, information and belief regarding A&M's disinterestedness as set forth in this Application are based on, and made in reliance upon, the Mosley Declaration.

28. If any new material facts or relationships are discovered or arise, A&M will promptly inform the Court as required by Bankruptcy Rule 2014(a) by providing the Court with a supplemental declaration.

Basis for Relief

The Debtors Should Be Permitted To Employ and Retain A&M on the Terms of the Engagement Letter Pursuant to Sections 327 and 328 of the Bankruptcy Code

29. The Debtors seek approval of A&M's retention and compensation structure pursuant to sections 327(a) and 328(a) of the Bankruptcy Code. Section 327(a) of the Bankruptcy Code provides, in relevant part, as follows:

Except as otherwise provided in this section, the trustee, with the court's approval, may employ one or more attorneys, accountants,

appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the trustee in carrying out the trustee's duties under this title.

11 U.S.C. § 327(a).

30. Section 328(a) of the Bankruptcy Code provides, in pertinent part, that a debtor “with the court’s approval, may employ or authorize the employment of a professional person under section 327 . . . on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis.”

11 U.S.C. § 328(a). Thus, section 328(a) of the Bankruptcy Code permits the compensation of professionals, including financial advisory firms, on more flexible terms that reflect the nature of their services and market conditions. As the United States Court of Appeals for the Fifth Circuit recognized in *Donaldson Lufkin & Jenrette Sec. Corp. v. Nat’l Gypsum (In re Nat’l Gypsum Co.)*:

Prior to 1978 the most able professionals were often unwilling to work for bankruptcy estates where their compensation would be subject to the uncertainties of what a judge thought the work was worth after it had been done. That uncertainty continues under the present § 330 of the Bankruptcy Code, which provides that the court award to professional consultants “reasonable compensation” based on relevant factors of time and comparable costs, etc. Under present § 328 the professional may avoid that uncertainty by obtaining court approval of the compensation agreed to with the trustee (or debtor or committee).

123 F.3d 861, 862 (5th Cir. 1997) (internal citations and emphasis omitted).

31. As discussed above and as set forth in the Mosley Declaration, A&M satisfies the disinterestedness standard in section 327(a) of the Bankruptcy Code. Additionally, given the numerous issues that A&M may be required to address in the performance of the services for the Debtors pursuant to the Engagement Letter, A&M’s commitment to the variable level of time and effort necessary to address all such issues as they arise and the market prices for A&M’s

services for engagements of this nature, the Debtors believe that the terms and conditions of the Engagement letter are fair, reasonable, and market-based under the standards set forth in section 328(a) of the Bankruptcy Code.

32. A&M will apply for compensation and reimbursement of expenses in compliance with section 328 of the Bankruptcy Code, the applicable provisions of the Bankruptcy Rules, the Local Rules, the Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases Effective November 1, 2013 (the “**UST Guidelines**”), and any other applicable procedures or orders of the Court. A&M’s fee applications for allowance of its compensation and expenses will be paid by the Debtors as authorized by the Court.

Nunc Pro Tunc Relief Is Warranted

33. The Debtors believe that the employment of A&M effective *nunc pro tunc* to the Petition Date is warranted under the circumstances of the Chapter 11 Cases so that A&M may be compensated for its services prior to entry of an order approving A&M’s retention. Further, the Debtors believe that no party in interest will be prejudiced by the granting of the *nunc pro tunc* employment because A&M has provided, and will continue to provide, valuable services to the Debtors’ estates in the interim period.

34. Courts in this jurisdiction routinely approve *nunc pro tunc* employment similar to that requested herein.⁴ *See, e.g., In re Imerys Talc America, Inc.*, Case No. 19-10289 (LSS) (Bankr. D. Del. Feb. 13, 2019); *In re Fairway Energy, LP*, Case No. 18-12684 (LSS) (Bankr. D. Del. Nov. 26, 2018); *In re LBI Media, Inc.*, Case No. 18-12655 (CSS) (Bankr. D. Del. Nov. 21,

⁴ Local Rule 2014-1(b) provides, in relevant part: “If the retention motion is granted, the retention shall be effective as of the date the motion was filed, unless the Court orders otherwise.” Del. Bankr. L.R. 2014-1(b)

2018); *In re Gulfmark Offshore, Inc.*, Case No. 17-11125 (KG) (Bankr. D. Del. May 17, 2017); *In re Bonanza Creek Energy, Inc.*, Case No. 17-19915 (KJC) (Bank. D. Del. Jan. 26, 2017).

The Retention of A&M Is Critical to the Debtors' Reorganization Efforts

35. The Debtors submit that the retention of A&M is in the best interests of all parties in interest in the Chapter 11 Cases. A&M is a preeminent financial advisory and consulting firm that is intimately familiar with the Debtors' businesses. Denial of the relief requested herein will deprive the Debtors of the assistance of uniquely qualified professionals who have served them for the past several weeks. Indeed, if the Debtors were forced to engage a new financial advisor who lacks a thorough understanding of the Debtors' businesses and the initiatives that have been implemented over the course of A&M's engagement, including the current process to solicit interest from third parties to buy all or some of the assets of the Debtors, such change would mandate the commitment of significant and costly resources to educate a replacement. Based on services performed to date, A&M has been integral to preparing the Debtors for the Chapter 11 Cases.

36. Based on the foregoing, the Debtors submit that they have satisfied the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Bankruptcy Rules to support entry of an order authorizing the Debtors to employ and retain A&M in the Chapter 11 Cases on the terms described herein and in the Engagement Letter.

Notice

37. Notice of this Application will be provided to the following parties or, in lieu thereof, their counsel, if known: (a) the Office of the United States Trustee for the District of Delaware, (b) each of the Debtors' 20 largest unsecured creditors on a consolidated basis, (c) Vinson & Elkins LLP, as counsel to Wells Fargo Bank, N.A., the administrative agent under

Southcross's prepetition secured revolving credit facility, (d) (x) Arnold & Porter Kaye Scholer LLP and (y) Duane Morris LLP, as counsel to Wilmington Trust, N.A., the administrative agent under Southcross's prepetition secured term loan facility and post-petition credit facility, (e) (x) Willkie Farr & Gallagher LLP and (y) Young Conaway Stargatt & Taylor, LLP, as counsel to the post-petition lenders and an ad hoc group of prepetition lenders, (f) Debevoise & Plimpton LLP, as counsel to Southcross Holdings LP, (g) the Securities and Exchange Commission, (h) the Internal Revenue Service, and (i) the United States Attorney's Office for the District of Delaware (collectively, the "**Notice Parties**"). Notice of this Application and any order entered hereon will be served on all parties required by Local Rule 9013-1(m). A copy of this Application and any order approving it will also be made available on the Debtors' Case Information Website located at <http://www.kccllc.net/southcrossenergy>. Based on the nature of the relief requested herein, the Debtors respectfully submit that no further notice is required.

No Prior Request

38. The Debtors have not previously sought the relief requested herein from the Court or any other court.

39. WHEREFORE, the Debtors respectfully request that the Court enter the Proposed Order, substantially in the form attached hereto as Exhibit B, granting the relief requested herein and such other and further relief as the Court deems just and proper.

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Dated: April 16, 2019
Wilmington, Delaware

/s/ Michael B. Howe

Michael B. Howe
Senior Vice President and Chief Financial Officer
Southcross Energy Partners, L.P.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

SOUTHCROSS ENERGY PARTNERS, L.P.,
et al.,

Debtors.¹

Chapter 11

Case No. 19-10702 (MFW)

Jointly Administered

Hearing Date: May 7, 2019 at 11:00 a.m. (ET)

Objection Deadline: April 30, 2019 at 4:00 p.m. (ET)

**NOTICE OF APPLICATION OF DEBTORS FOR AUTHORITY TO (I) EMPLOY AND
RETAIN ALVAREZ & MARSAL NORTH AMERICA, LLC AS FINANCIAL ADVISOR
FOR THE DEBTORS *NUNC PRO TUNC* TO THE PETITION DATE AND (II) WAIVE
CERTAIN INFORMATION DISCLOSURE REQUIREMENTS**

PLEASE TAKE NOTICE that today, the above-captioned debtors and debtors-in-possession (the “Debtors”) filed the **Application of Debtors for Authority to (I) Employ and Retain Alvarez & Marsal North America, LLC as Financial Advisor for the Debtors *Nunc Pro Tunc* to the Petition Date and (II) Waive Certain Information Disclosure Requirements** (the “Application”).

PLEASE TAKE FURTHER NOTICE that objections, if any, to approval of the relief sought in the Application must be (a) in writing and served on or before **April 30, 2019 at 4:00 p.m. (ET)** (the “Objection Deadline”); (b) filed with the Clerk of the Bankruptcy Court, 824 N. Market Street, 3rd Floor, Wilmington, Delaware 19801; and (c) served as to be received on or before the Objection Deadline by the undersigned counsel.

PLEASE TAKE FURTHER NOTICE THAT only objections made in writing and timely filed and received, in accordance with the procedures above, will be considered by the Bankruptcy Court at such hearing.

¹ The debtors and debtors in possession in these chapter 11 cases, along with the last four digits of their respective Employer Identification Numbers, are as follows: Southcross Energy Partners, L.P. (5230); Southcross Energy Partners GP, LLC (5141); Southcross Energy Finance Corp. (2225); Southcross Energy Operating, LLC (9605); Southcross Energy GP LLC (4246); Southcross Energy LP LLC (4304); Southcross Gathering Ltd. (7233); Southcross CCNG Gathering Ltd. (9553); Southcross CCNG Transmission Ltd. (4531); Southcross Marketing Company Ltd. (3313); Southcross NGL Pipeline Ltd. (3214); Southcross Midstream Services, L.P. (5932); Southcross Mississippi Industrial Gas Sales, L.P. (7519); Southcross Mississippi Pipeline, L.P. (7499); Southcross Gulf Coast Transmission Ltd. (0546); Southcross Mississippi Gathering, L.P. (2994); Southcross Delta Pipeline LLC (6804); Southcross Alabama Pipeline LLC (7180); Southcross Nueces Pipelines LLC (7034); Southcross Processing LLC (0672); FL Rich Gas Services GP, LLC (5172); FL Rich Gas Services, LP (0219); FL Rich Gas Utility GP, LLC (3280); FL Rich Gas Utility, LP (3644); Southcross Transmission, LP (6432); T2 EF Cogeneration Holdings LLC (0613); and T2 EF Cogeneration LLC (4976). The debtors’ mailing address is 1717 Main Street, Suite 5300, Dallas, TX 75201.

PLEASE TAKE FURTHER NOTICE THAT A HEARING ON THE APPLICATION WILL BE HELD ON **MAY 7, 2019 AT 11:00 A.M. (ET)** BEFORE THE HONORABLE MARY F. WALRATH, AT THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 MARKET STREET, 5TH FLOOR, COURTROOM #4, WILMINGTON, DELAWARE 19801.

IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED IN THE APPLICATION WITHOUT FURTHER NOTICE OR HEARING.

Dated: April 16, 2019
Wilmington, Delaware

MORRIS, NICHOLS, ARSHT & TUNNELL LLP

/s/ Robert J. Dehney

Robert J. Dehney (No. 3578)
Andrew R. Remming (No. 5120)
Joseph C. Barsalona II (No. 6102)
Eric W. Moats (No. 6441)
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-and-

DAVIS POLK & WARDWELL LLP

Marshall S. Huebner (admitted *pro hac vice*)
Darren S. Klein (admitted *pro hac vice*)
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Proposed Counsel to the Debtors and Debtors in Possession

Exhibit A

Mosley Declaration

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

)	
In re:)	Chapter 11
)	
SOUTHCROSS ENERGY PARTNERS, L.P.,)	Case No. 19-10702 (MFW)
<i>et al.</i> ,)	
)	Jointly Administered
Debtors. ¹)	
)	

**DECLARATION OF ED MOSLEY IN SUPPORT OF THE APPLICATION OF
DEBTORS FOR AUTHORITY TO (I) EMPLOY AND RETAIN ALVAREZ & MARSAL
NORTH AMERICA, LLC AS FINANCIAL ADVISOR FOR THE DEBTORS *NUNC PRO
TUNC* TO THE PETITION DATE AND (II) WAIVE CERTAIN INFORMATION
DISCLOSURE REQUIREMENTS**

Ed Mosley, in support of the application of Southcross Energy Partners, L.P. (“**Southcross**”), Southcross Energy Partners GP, LLC, (the “**Southcross GP**”), and Southcross’s wholly owned direct and indirect subsidiaries, each of which is a debtor and debtor in possession (collectively, the “**Debtors**”) in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”) for entry of an order, pursuant to sections 327(a) and 328(a) of title 11 of the United States Code (the “**Bankruptcy Code**”), Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”) and Rules 2014-1 and 2016-2(h) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of

¹ The debtors and debtors in possession in these chapter 11 cases, along with the last four digits of their respective Employer Identification Numbers, are as follows: Southcross Energy Partners, L.P. (5230); Southcross Energy Partners GP, LLC (5141); Southcross Energy Finance Corp. (2225); Southcross Energy Operating, LLC (9605); Southcross Energy GP LLC (4246); Southcross Energy LP LLC (4304); Southcross Gathering Ltd. (7233); Southcross CCNG Gathering Ltd. (9553); Southcross CCNG Transmission Ltd. (4531); Southcross Marketing Company Ltd. (3313); Southcross NGL Pipeline Ltd. (3214); Southcross Midstream Services, L.P. (5932); Southcross Mississippi Industrial Gas Sales, L.P. (7519); Southcross Mississippi Pipeline, L.P. (7499); Southcross Gulf Coast Transmission Ltd. (0546); Southcross Mississippi Gathering, L.P. (2994); Southcross Delta Pipeline LLC (6804); Southcross Alabama Pipeline LLC (7180); Southcross Nueces Pipelines LLC (7034); Southcross Processing LLC (0672); FL Rich Gas Services GP, LLC (5172); FL Rich Gas Services, LP (0219); FL Rich Gas Utility GP, LLC (3280); FL Rich Gas Utility, LP (3644); Southcross Transmission, LP (6432); T2 EF Cogeneration Holdings LLC (0613); and T2 EF Cogeneration LLC (4976). The debtors' mailing address is 1717 Main Street, Suite 5300, Dallas, TX 75201.

Delaware (the “**Local Rules**”), (a) authorizing the Debtors to employ and retain Alvarez & Marsal North America, LLC as their financial advisor *nunc pro tunc* to April 1, 2019 (the “**Petition Date**”), in accordance with the terms and conditions set forth in that certain engagement letter, dated as of March 1, 2019, (the “**Engagement Letter**”), (b) approving the terms of A&M’s employment and retention, including the fee and expense structure and the indemnification, contribution, reimbursement, and related provisions set forth in the Engagement Letter, (c) waiving certain informational requirements of Local Rule 2016-2, and (d) granting such other and further relief as is just and proper, declares as follows:

1. I am a Managing Director at Alvarez & Marsal North America, LLC (together with employees of its affiliates (all of which are wholly-owned by its parent company and employees), its wholly owned subsidiaries, and independent contractors, “**A&M**”), a restructuring advisory services firm with numerous offices throughout the country. I am authorized to execute this declaration on behalf of A&M.

2. I submit this declaration (this “**Declaration**”) in connection with the *Application of Debtors for Authority To (i) Employ and Retain Alvarez & Marsal North America, LLC as Financial Advisor for the Debtors Nunc Pro Tunc to the Petition Date and (ii) Waive Certain Information Disclosure Requirements* (the “**Application**”).² Unless otherwise stated in this Declaration,³ I have personal knowledge of the facts set forth herein.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in, as applicable, the Application or the Engagement Letter.

³ Certain of the disclosures herein relate to matters within the personal knowledge of other professionals at A&M and are based on information provided by them.

Disinterestedness And Eligibility

3. A&M together with its professional service provider affiliates (the “**Firm**”) utilizes certain procedures (“**Firm Procedures**”) to determine the Firm’s relationships, if any, to parties that may have a connection to a client debtor. In implementing the Firm Procedures, the following actions were taken to identify parties that may have connections to the Debtors, and the Firm’s relationship with such parties:

(a) A&M requested and obtained from the Debtors extensive lists of interested parties and significant creditors (the “**Potential Parties in Interest**”).⁴ The list of Potential Parties in Interest that A&M reviewed is annexed hereto as Schedule A. The Potential Parties in Interest reviewed include, among others, the Debtors, prepetition lenders, officers, directors, the twenty largest unsecured creditors of the Debtors (on a consolidated basis), significant customers and suppliers, competitors, parties holding ownership interests in the Debtors, significant litigation claimants, and certain professionals related to the Chapter 11 Cases.

(b) A&M then compared the names of each of the Potential Parties in Interest to the names in its master electronic database of the Firm’s current and recent clients (the “**Client Database**”). The Client Database generally includes the name of each client of the Firm, the name of each party who is or was known to be adverse to the client of the Firm in connection with the matter in which the Firm is representing such client, the

⁴ The list of Potential Parties in Interest is expected to be updated during the Chapter 11 Cases. A&M continues to review the relationships its attorneys may have with potentially interested parties and to determine whether any relationships other than those set forth herein exist. As may be necessary, A&M will supplement this Declaration if it becomes aware of a relationship that may adversely affect A&M’s retention in the Chapter 11 Cases or discovers additional parties in interest through the filing of statements of financial affairs or statements under Bankruptcy Rule 2019. A&M will update this disclosure if it is advised of any trading of claims against or interests in the Debtors that may relate to A&M’s retention or otherwise requires such disclosure.

name of each party that has or had, a substantial role with regard to the subject matter of the Firm's retention, and the names of the Firm professionals who are, or were, primarily responsible for matters for such clients.

(c) An email was issued to all Firm professionals requesting disclosure of information regarding the following: (i) any known personal connections between the respondent and/or the Firm on the one hand, and certain significant Potential Parties in Interest or the Debtors, on the other hand,⁵ (ii) any known connections or representation by the respondent and/or the Firm of any of those Potential Parties in Interest in matters relating to the Debtors; and (iii) any other conflict or reason why A&M may be unable to represent the Debtors.

(d) Known connections between former or recent clients of the Firm and the Potential Parties in Interest were compiled for purposes of preparing this Declaration. These connections are listed in Schedule B annexed hereto.

4. As a result of the Firm Procedures, I have thus far ascertained that, except as may be set forth herein, upon information and belief, if retained, A&M:

⁵ In reviewing its records and the relationships of its professionals, A&M did not seek information as to whether any A&M professional or member of his/her immediate family (a) indirectly owns, through a public mutual fund or through partnerships in which certain A&M professionals have invested but as to which such professionals have no control over or knowledge of investment decisions, securities of the Debtors or any other party in interest or (b) has engaged in any ordinary course consumer transaction with any party in interest. If any such relationship does exist, I do not believe that it would impact A&M's disinterestedness or otherwise give rise to a finding that A&M holds or represents an interest adverse to the Debtors' estates. It is also noted, that in the course of our review, it came to A&M's attention that A&M personnel hold de minimis investments representing not more than 0.01% of the equity interests in the related entity, in various parties in interest, including but not limited to AT&T, Bank of Nova Scotia, BP America Production Co, Buckeye Partners, LP, Caterpillar Financial Services Corporation, Citibank NA, Comcast, Denbury Resources, Deutsche Bank, Exxonmobil, JP Morgan, Kinder Morgan, Pioneer Natural Resources, Time Warner, UBS AG, Verizon, and Wells Fargo.

(a) is not a creditor of the Debtors (including by reason of unpaid fees for prepetition services)⁶ or an equity security holder of the Debtors (except certain Firm employees may own de minimis amounts representing not more than 0.01% of the equity interests in the related entity, or an “insider” of the Debtors, as that term is defined in section 101(31) of the Bankruptcy Code;

(b) is not, and has not been, within two years before the date of the filing of the petition, a director, officer, or employee of the Debtors; and

(c) does not have an interest materially adverse to the interests of the Debtors’ estates, or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors, or for any other reason.

5. As can be expected with respect to any international professional services firm such as A&M, the Firm provides services to many clients with interests in the Chapter 11 Cases. To the best of my knowledge, except as indicated below, the Firm’s services for such clients do not relate to the Chapter 11 Cases.

6. In addition to the relationships disclosed on Schedule B, I note that:

(a) Alvarez & Marsal Inc. (“**A&M Inc.**”), the majority owner of A&M’s parent company, Alvarez & Marsal Holdings, LLC (“**A&M Holdings**”), holds a significant ownership interest in Alvarez & Marsal Capital, LLC (“**A&M Capital**”). A&M Capital is an investment vehicle that indirectly serves as the general partner of

⁶ See paragraph 11 below.

A&M Capital Partners, LP (the “**A&M Fund**”) that makes private equity investments in companies (all of whom are wholly unrelated to these proceedings). Certain A&M employees have invested in limited partnership interests in A&M Capital and the A&M Fund.

(b) As set forth on Schedule B, Kirkland & Ellis LLP (“**K&E**”) currently represents A&M and/or its affiliates in matters unrelated to the Debtors and these chapter 11 cases. In addition to K&E’s representations of certain A&M affiliates (including A&M Inc., A&M Capital, and the A&M Fund) certain partners or other persons or entities associated with K&E (“**K&E Persons**”) have invested in the A&M Fund. Each K&E Person that has invested in the A&M Fund holds less than one percent of the A&M Fund.

(c) Neuberger Berman L.L.C. and/or certain of its affiliated funds or fund management entities are Potential Parties in Interest. Certain funds of funds managed by Neuberger Berman L.L.C. or its affiliates (“**NB**”) have invested in a minority limited partnership interest in the A&M Fund and have co-invested in a certain investment with the A&M Fund.

(d) JPMorgan Chase Bank, N.A. (“**JPMC**” and, together with certain of its affiliates, “**JPM**”) is a Potential Party in Interest. Under a credit facility (the “**Credit Facility**”) to A&M Holdings, JPMC is a syndication agent and participating lender and J.P. Morgan Securities LLC is a joint lead arranger and joint book runner. In addition to the receipt of interest in their capacity as a lender under the Credit Facility, JPM has

received certain customary and negotiated fees and reimbursement of expenses in connection with its roles under the Credit Facility.

(e) A&M previously provided restructuring and financial advisory services to certain Potential Parties in Interest including Southcross Holdings LP in connection with their Chapter 11 Cases filed in 2016. A&M's engagement for that matter is complete.

7. Further, as part of its diverse practice, the Firm appears in numerous cases and proceedings, and participates in transactions that involve many different professionals, including attorneys, accountants, and financial consultants, who represent claimants and parties in interest in the Debtors' chapter 11 cases. Further, the Firm has performed in the past, and may perform in the future, advisory consulting services for various attorneys and law firms, and has been represented by several attorneys and law firms, some of whom may be involved in the Chapter 11 Cases. Based on our current knowledge of the professionals involved, and to the best of my knowledge, none of these relationships create interests materially adverse to the Debtors in matters upon which A&M is to be employed, and none are in connection with the Chapter 11 Cases.

8. To the best of my knowledge, no employee of the Firm is a relative of, or has been connected with the Office of the United States Trustee for the District of Delaware or its employees however; I note that Kelly Beaudin Conlan, an A&M Managing Director, served as the United States Trustee for Region 3 from 2005-2008.

9. Accordingly, to the best of my knowledge, A&M is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code, in that A&M: (a) is not a creditor, equity security holder, or insider of the Debtors, (b) was not, within two years before

the date of filing of the Debtors' chapter 11 petitions, a director, officer, or employee of the Debtors, and (c) does not have an interest materially adverse to the interest of the Debtors' estates or of any class of creditors or equity security holders.

10. If any new material relevant facts or relationships are discovered or arise, A&M will promptly file a supplemental declaration.

Fee and Expense Structure

11. Consistent with the scope of services to be provided by A&M under the Engagement Letter, the Debtors and A&M negotiated and agreed upon the Fee and Expense Structure summarized in the Application and described in part below and in full in the Engagement Letter.

12. Subject to Court approval, and in accordance with section 328(a) of the Bankruptcy Code, the Debtors will compensate A&M in accordance with the terms and conditions and at the times set forth in the Engagement Letter, which provides in relevant part for the following compensation structure (the "**Fee and Expense Structure**"):

- (a) A&M will be paid by the Debtors for the services of A&M's professionals based on their customary hourly billing rates, which shall be subject to the following ranges:

Restructuring Professionals:

Managing Directors	\$875–1,100
Directors	\$675–850
Analysts/Associates	\$400–650

Case Management:

Managing Directors	\$825–950
Directors	\$650–800
Analysts/Consultants	\$400–600

A&M will use commercially reasonable efforts to assign work to the lowest hourly rate employee that can competently handle the work product. Such rates shall be subject to adjustment annually at such time as A&M adjusts its rates generally. Non-working travel time will be billed at 50% of the applicable hourly rate.

- (b) A&M will also seek reimbursement for its reasonable and documented out-of-pocket expenses incurred in connection with this assignment, such as travel, lodging, duplicating, messenger, and telephone charges. All fees and expenses will be billed on a monthly basis or, at A&M's discretion, more frequently. Invoices are payable upon receipt.

13. A&M received \$200,000 from the Debtors as a retainer in connection with its financial advisory work, as described in the Engagement Letter. In the 90 days prior to the Petition Date, A&M received retainers and payments totaling \$ 1,876,734 in the aggregate for services performed for the Debtors. A&M has applied these funds to amounts due for services rendered and expenses incurred prior to the Petition Date. A precise disclosure of the amounts or credits held, if any, as of the Petition Date will be provided in A&M's first interim fee application for post-petition services and expenses to be rendered or incurred for or on behalf of the Debtors. The unapplied residual retainer, which is estimated to total approximately \$247,763.00, will not be segregated by A&M in a separate account, and will be held until the end of the Chapter 11 cases and applied to A&M's finally approved fees in these proceedings.

Applications of Fees and Expenses

14. Subject to Court approval and in accordance with section 328 of the Bankruptcy Code, the applicable provisions of the Bankruptcy Rules, the Local Rules, and any other applicable procedures or orders of the Court, A&M will seek from the Debtors payment for

compensation on an hourly basis and reimbursement of actual and necessary expenses incurred by A&M. A&M's customary hourly rates as charged in bankruptcy and non-bankruptcy matters of this type by the professionals assigned to this engagement are outlined above. These hourly rates are adjusted annually.

15. To the best of my knowledge, (a) no commitments have been made or received by A&M with respect to compensation or payment in connection with the Chapter 11 Cases other than in accordance with applicable provisions of the Bankruptcy Code and the Bankruptcy Rules, and (b) A&M has no agreement with any other entity to share with such entity any compensation received by A&M in connection with the Chapter 11 Cases.

16. Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

[Signature Page Follows]

Dated: April 16, 2019

By: /s/ Ed Mosley
Ed Mosley
Managing Director
Alvarez & Marcel North America, LLC

Schedule 1 to Mosley Declaration

Potential Parties In Interest List

SOUTHCROSS ENERGY PARTNERS, L.P.
POTENTIAL PARTIES IN INTEREST

Debtors

Southcross Energy Partners GP, LLC
Southcross Energy Partners, L.P.
Southcross Energy Finance Corp.
Southcross Energy Operating, LLC
Southcross Energy GP LLC
Southcross Energy LP LLC
Southcross Gathering Ltd.
Southcross CCNG Gathering Ltd.
Southcross CCNG Transmission Ltd.
Southcross Gulf Coast Transmission Ltd.
Southcross Marketing Company Ltd.
Southcross NGL Pipeline Ltd.
Southcross Midstream Services, L.P.
Southcross Mississippi Industrial Gas Sales, L.P.
Southcross Mississippi Pipeline, LP
Southcross Mississippi Gathering, L.P.
Southcross Delta Pipeline LLC
Southcross Alabama Pipeline LLC
Southcross Nueces Pipelines LLC
Southcross Processing LLC
FL Rich Gas Services GP, LLC
FL Rich Gas Services, LP
FL Rich Gas Utility GP, LLC
FL Rich Gas Utility, LP
Southcross Transmission, LP
T2 EF Cogeneration Holdings, LLC
T2 EF Cogeneration LLC

Officers

James W. Swent III
Kelly Jameson
Michael B. Howe
William C. Boyer
Gerardo Rivera

Recent Officers

Bruce A. Williamson
David W. Biegler
John Bonn
Bret M. Allan
Joel D. Moxley
Benjamin Day

Directors

James W. Swent III
David W. Biegler

Andrew A. Cameron
Nicholas J. Caruso, Jr.
Jason H. Downie
Jerry W. Pinkerton
Randall S. Wade

Directors (Southcross Holdings GP LLC)

Matt Hartman
Nick Williams
Edward Herring
David Cecere
Mike Reddin
Mark Cox

Affiliations of Directors and Officers (Board Memberships, Charitable Organizations, etc.)

Southwest Airlines Co.
Trinity Industries, Inc.
Austin Industries
Dallas Symphony Association
TW SWD & Solids Holdco LP
Pivotal Petroleum Partners LP
TSL Holdings I LP
Align Midstream Partners LP
Petro Waste Environmental
Triloma EIG Global Energy Fund
Triloma EIG Global Energy Term Fund I
Frontier Integrity Solutions, LLC

Shareholders and Beneficial Owners (5% and Greater)

Southcross Holdings LP ("Holdings")
Southcross Holdings GP LLC
Southcross Holdings Guarantor GP LLC
Southcross Holdings Guarantor LP
Southcross Holdings Borrower GP LLC
Southcross Holdings Borrower LP
TW Southcross Aggregator LP
EIG BBTS Holdings, LLC
Tailwater Capital LLC
EIG Global Energy Partners LLC

Holdings' Former Sponsor

Charlesbank Capital Partners, LLC

Other Subsidiaries of Holdings

Southcross GP Management Holdings, LLC
SXH Holdings, LLC
Southcross Holdings Intermediary LLC
Frio LaSalle GP, LLC
Frio LaSalle Pipeline, LP
Southcross Midstream GP, LLC
Southcross Midstream T/U GP, LLC
Southcross Midstream Utility, LP
Southcross TS Midstream Services, LP

Joint Ventures

T2 Eagle Ford Gathering Company LLC
T2 Gas Utility LLC
T2 LaSalle Gathering Company LLC
T2 LaSalle Gas Utility LLC

Joint Venture Partners

Targa Resources Corp.
TEAK Texana Processing Company LP

Equipment Lessors

Automotive Rentals, Inc. (ARI)
Enterprise FM Trust

Grantors of Pipeline Easements

EOG Resources, Inc. (ROW)
John Roach
Illinois Central Railroad Company (Chicago)

Significant Suppliers, Shippers, Warehousemen and Vendors

1717 Tower Owner, LP
2W Energy Partners LLC
A&R Energy Services, Corporation
Abraxas Petroleum Corporation
Acumen Recovery Services, LLC
Air Specialty & Equipment Co.
Americo Energy Resources, LLC
Archrock Services
Aspen Technology, Inc.
Audubon Engineering Company LP
Automation Solutions, Inc.
Baker Hughes Incorporated-US Business Support Services
Ballard Natural Gas LLC
Bankcard Services
Basic Energy Services, LP
Bayshore Energy TX, LLC
Beacon Hill Staffing Group, LLC
Berkeley Research Group, LLC

Berry Contracting, LP
Black Rock Operating, LLC
Bluestone Natural Res II LLC
BNH Construction, Ltd.
Bradleys, Inc.
Brookwood Stone Oak Investors
BSE Production Co.
BXP Partners III, LP
CDM Resource Management
CEC Corrosion Services LLC
Chancellor's Right Of Way Maintenance Service, LLC
Charco Petro, LP
Cheniere CCH HoldCo II, LLC
Cigna
Cigna Health and Life Insurance Company
Cima Energy, LP
Cinch Energy Services, LLC
Citadel Industrial Services Ltd.
Clean Harbors Industrial Services Inc.
Core Engineering LLC
Crimson Energy Partners IV, LLC
D&M Fabrication, LLC & Texas National Bank
DCP South Central Texas LLC
Deepwell Energy Services LLC
Di-Trol Systems, Inc.
Dnow L.P.
Donnelley Financial, LLC
Duff & Phelps, LLC
DXP Enterprises, Inc.
EIG Management Company, LLC
El Dorado Oil & Gas, Inc.
Endeavor Natural Gas LLC
Enerflex Energy Systems, Inc.
Energy Corporation of America
Energy Lease Services
Flatrock Engineering & Environmental
Fleaux Services
Fletcher Petroleum Co. LLC
Flow Cal Inc.
Gaither Petroleum Corporation
Galbraith Contracting, Inc.
GIS Construction LLC
Greylock Production, LLC
Gulf Coast TMC, LLC
H & S Valve, Inc.
Hans Brothers Industries
Holt Cat
Industrial Piping Specialists
Industrial Site Services, Inc.
Ingleside Ethylene

Integrity Solutions Ltd.
 Jabsco Oil Operating, LLC
 Jefferies
 Jem Projects Inc.
 Katrina Energy, LLC
 Kauk Construction LLC
 Kavanaugh Energy Services, Inc.
 Kinder Morgan Treating, LP
 King Ranch, Inc.
 Klotzman Exploration Company
 Knighten Machine & Service, Inc.
 Land and Natural Resource Development
 Larry Bowen Oil Field Service, Inc.
 Lewis Petro Properties, Inc.
 Lindow Oil & Gas
 Linn Operating, Inc.
 Magellan E&P Holdings, Inc.
 Marathon Oil Company
 Marsh USA Inc.
 McGriff, Seibels & Williams, Inc.
 Merit Energy Company LLC
 Mid-Coast Electric Supply Inc.
 Miller & Smith Gas Marketing
 Miller Environmental Services, Inc.
 Moody's Investors Service, Inc.
 Moon Hines Tigrett Operating Co. Inc.
 NextEra Energy Capital Holdings, Inc.
 NVI, LLC (d/b/a Nondestructive & Visual)
 OGP Operating Inc.
 OGS Pipeline, LLC
 Ohmstede Industrial Services
 Okie Operating Co. Ltd.
 Olymbec USA LLC
 Par Minerals Corp.
 Patterson Energy Corporation
 Penn Transport, LLC
 Peri Petroleum, LLC
 Pilot Thomas Logistics LLC
 Premier Tank Truck Service
 Progressive Pipeline
 Puffer-Sweiven
 Pumpelly Oil Acquisition LLC
 Quadra Chemicals Inc.
 R.C. Industries LLC
 Rabalais I&E Constructors
 Railroad Commission Of Texas-Gas Service
 Division
 Refinery Specialties, Inc.
 Reliant Field Services, Inc.
 Remora Operating, LLC
 Remote Operations Center, LLC

Riveron Consulting, LP
 Rosen USA
 Roundtree & Associates Inc.
 Sander Resources, LLC
 Scott Electric Company
 Seahawk Pipeline LLC
 Secureworks Inc.
 SETEC Midstream
 Smith Operating & Management Co.
 South Central Construction, Inc.
 SR Trident, Inc.
 Star Natural Gas Co. LLC
 Stephens Production Company
 Sterling Transport
 Stonegate Production Co.
 Strong Rock Operating Company LLC
 STS Consulting Services, LLC
 Sulfatreat / MI SWACO, LLC
 Sulphur River Exploration, Inc.
 Sunland Construction
 Targa Resources Partners LP
 TDW (US), Inc.
 Texas American Resources Co.
 Texas Independent Exploration Limited
 Texegy Operating Company LLC
 Tierra Lease Service, LLC
 Tindol Construction
 TMR Exploration Inc.
 Toolpushers Supply Co.
 Town Centre Partners Ltd.
 Tulsa Heaters Midstream, LLC
 TW-IM, LLC
 Twin Eagle Resources Management LLC
 TX T Research
 Underwater Services, Inc.
 Unit Petroleum Co.
 USA Compression Partners, LP
 Ventex Operating Corp.
 Verdun Oil & Gas, LLC
 Vernon E. Faulconer, Inc.
 W.E. Hayden Lease Service, Inc.
 W3 Enterprises, Inc.
 Warren Averett Staffing and Recruiting LLC
 Wausau Development Corporation
 Weaver Consultants Group
 Wex Fleet Universal
 24 Hour Safety
 5 S Signs
 A Miller Consulting Services Inc
 A-1 Scale Service, Inc.
 A-1 Shiner Fire & Safety, Inc.

Aaron Offutt	API Warrior Basin Chapter
ABB, Inc.	Applied Consultants, Inc.
Abel V. Solis	APTIM Environmental & Infrastructure Inc.
ABM	Aramark
Accountemps	Arc Energy Equipment, LLC
Ace NDT LLC	Argus - Hazco
ACP International	Argus Media Inc.
Action Oilfield Supply, Inc.	Arnold Oil Company
Acuren	Arnulfo Guerrero
Adam Page	Arrow Distribution,(Paper) LLC
Adam Trevino	Art-Centric
Adams Resources Exploration Corp.	Atlas Operating, LLC
Adams Valve Service, Inc.	Atlas Welding Supply Co., Inc.
Adrian Grunden	Austin County Appraisal Dist.
DT Security Services	Automation Service
Advanced Data Technologies	Automation-X Corporation
Aeon Pec	AWC, Inc.
AGI Industries Inc.	Axford Consulting
Aim Controls, LLC	Axiom Medical Consulting
Ainsworth Trucking, LP	Axip Energy Services, LP
Airgas Southwest Inc.	Ayn Services LLC
Airtech Products, Inc.	B & E Sales
Al Briggs	B.C. Oilfield Services, Inc.
Alabama 811 (Apact)	B+B Smartworx Inc.
Alabama Gas Venture #1	Baker Donelson Bearman, Caldwell
Alan Randall	Baker Moran Doggett Ma & Dobbs LLP
Alejandro Garcia	Barney M. Davis, LP
Alexander Ryan Duck	Base Line Data Inc.
Alice Management Co., LLC	Basin Industrial X-Ray
Allesco	Batteries Plus #239
Alliance Source Testing	Batteries Plus Blubs
Alltite Inc.	Bauhaus
Ally Land Service	BDO USA, LLP
Alpha Tanks & Pump II, LLC	Beacon Supply Company
Alphagraphics	Beaed Of Corpus, Inc.
American Air Quality Inc.	Bee Goose Inc.
American Arbitration Association	Bendel Ventures LP 1
American Innovations	Bennie Brister
American Midstream Partners	Berlin Packaging
American National Red Cross	Bernice F Reynolds
American Red Cross	Big III Services Ltd
American Sales & Service	Big M Pest Control
American Stock Transfer & Trust Co. (AST)	Bizdoc Inc. Dallas
Amerimaintenance Systems LLC	Bizdoc, Inc.
Andon Specialties Inc.	BJ's Famous Uniforms
Andrea Hood	BKD, LLP
Andrew & Ruth Cowles Charitables Trust	Blackbrush Oil & Gas Inc.
Angela Clark	Blackburn Mfg. Co.
Angiel Electrical Construction Corp.	Bloch Construction
AOC Welding Supply	Blue Moon Sportswear
Aon Consulting Inc.	Bo Vavrusa

Borets US, Inc.
 Bottom Line Services, Inc.
 Boyd & McWilliams Energy Group, Inc
 Boyd Edgeworth
 Brad Yeater
 Braman Ranches LLC
 Brandon McCormick
 Brenda L. Weeks
 Bret Allan
 Bret Scholtes
 Brian Caldronia
 Brian Hicks
 Brian Neuman
 Brittany Turney
 Broadridge ICS
 Brock Holdings LLC
 Broughton Electric, Inc.
 Brunini, Grantham, Grower & Hewes, PLLC
 Burford Electric
 Burr Jed Stafford
 BWS Landservices, Inc.
 Bynum Mill & Industrial Supply, Inc.
 C&S Plating & Bumper Recycling, Inc.
 C. Aubrey Smith Jr., Self Employed Profit
 Sharing Trust
 C. Wesley Purdy
 Cactus Power & Light
 Calhoun County Appraisal District
 Calvin Ahrens
 Calvin Riley
 Candice Smith
 Capitol Services, Inc.
 Carlton Fowler
 Carolin E. Niemann
 Carolyn G. Bailey
 Carrie Lobasso
 Cathodic Control Systems, Inc.
 CB&I Environmental & Infrastructure, Inc.
 CBRE Inc.
 CBS Rental & Supply
 CCB Fabricators, Inc.
 CCH Incorporated
 CED/Columbia Electric Supply
 Centronix
 Cerento, Inc.
 Chad Aldrich
 Chad Wilson
 Chadwick Fitch
 Champion Corrosion Products, Inc.
 Champion Technology Services
 Chandler Drilling Inc.

Charles Duncan
 Charles E Thompson
 Charles L. Barfield Jr.
 Charles L. Cherry & Assoc., Inc.
 Chelsea J. Emery
 Cheryl Goodman
 Cheryl Howerton
 Chesapeake Energy Marketing Inc.
 Chevron Phillips Chemical Co. LP
 Chiltipin Oil & Gas, LLC.
 Chris King
 Christian Machine Shop
 Christie Lynch
 Christopher C Surles
 Christopher Hensley
 Churchwell Environmental Solutions
 CI Actuation
 Cintas
 Circle B Farms
 Circle S Inc.
 City Of Corpus Christi / Nueces Co. Lepc
 City Of Corpus Christi-Central Cashiers
 City Of Corpus Christi-Leopard Dr.
 City Of Gregory
 City Of Jackson - Treasury
 City Of Pearl-(Privilege License Fee)
 City Of Victoria
 Cleaver Brooks Sales & Service Inc
 Clint Auer
 Clock Spring Company, LP
 CMC Network Solutions, LLC
 CNP Houston Electric, LLC
 Coastal Casting Service, Inc.
 Coastal Chemical Co., L.L.C.
 Coastal Flow Energy Labs, Inc.
 Coastal Flow Liquid Measurement, Inc.
 Coastal Office Solutions
 Coastal Tool & Supply
 Coastal Valve & Equipment
 Cody Meek - Employee
 Cody Poindexter
 Cogency Global Inc.
 Commercial Communications, LLC
 Community Coffee Co. LLC
 Compression Advantage
 Conexus Sg, LLC
 Connor Higgins
 Conroe Welding Supply, Inc.
 Contractor's Safety Council Of The Coastal
 Bend, Inc.
 Controlworx Groquip

Convergence Combustion, Inc.
 Cook Compression
 Cook-Mfs, Inc.
 Cooks Pest Control
 Coonrod Electric Co., Inc.
 Corpac Steel Products, Corp.
 Corpus Christi Area Oil Spill Control
 Association
 Corpus Christi C D Electric L P Db a C D
 Electric
 Corpus Christi Electric Co.
 Corpus Christi Gasket & Fastener, Ltd.
 Corrosion & Coating Services LLC
 Corpro Companies, Inc.
 County Of Wharton
 Covington County Tax Collector
 Cowles Memorial Trust
 CPI Group
 CPI One Point-(Office Supplies)
 Cranford Equipment Company Inc.
 Crawford Electric Supply
 Creative Safety Supply LLC
 Cristo Rey
 Crowder Concepts
 Crowther & Associates, Inc.
 CSG Systems Inc.
 CSI Compressco Sub Inc.
 CT Corporation
 Culligan Water Conditioning Of San Antonio,
 Inc.
 Cultris Security Systems Inc.
 CWJ International Electronics, Inc
 D & C Fence Company, Inc.
 D. Newman & Associates, Inc.
 Dahill Industries
 Dahill Office Technology Corp.
 Dale Hoffman
 Dallas Morning News
 Dallas Petroleum Group, LLC
 Daniel Wendland
 Danny Baker
 Daryl Flood Relocation & Logistics
 Data Bank
 David Dyess
 David H Langston-(Employee)
 David H. Hill
 David Mueller
 David Short
 David Wofford
 Davoody M&J, LLC
 Dawson Recycling Inc.

Deborah Moreno
 Debra Sibley
 Deca Systems, Inc.
 Decker Mechanical (DMI)
 Decorative Ventures LLC
 Dell Laake
 Dell Marketing L.P.
 Deloitte Tax LLP
 Dennis W. Roschetzky
 Desert NDT, LLC.
 Dex Imaging Of Alabama, LLC
 Diamond G. Inspection, Inc.
 Digital Display Solutions Inc.
 Diversified Enviro Products & Services Inc.
 Don Clark
 Dorado Oil Company
 Doug Johnston
 Doug Reed
 Douglas Kyle Dodd
 Dresser, Inc.
 Drilling Info Inc.
 Drop Tine Services, LLC
 Dude Solutions Inc.
 Duggins Wren Mann & Romero, LLP
 Duke Controls Inc.
 Dwayne Rutland
 Eads Distribution LLC d/b/a The Eads Co.
 Eagle Automation Holdings, Inc.
 Eagle Burgmann Industries LP
 Ecom America, Ltd.
 Ecoscience Resource Group, LLC
 Edgar Salinas
 Edko LLC
 Eduardo Salinas
 Einstein Printing
 El Campo Refrigeration & Restaurant
 Electra Link Inc.
 Elementis Chromium, LP
 Elling Machine Shop
 Elliott Electric Supply Inc.
 Elouise L, Timothy & Douglas Hancock
 Empire Gas Services
 Employment Health Services Inc.
 EMS Energy Solutions LLC
 EMS USA, Inc.
 Enable Midstream Partners, LP
 Enbridge Energy Partners, LP
 End 2 End Technologies (E2E)
 Endress Hauser Inc
 Energy Dynamics, LLC (Endyn)
 Energy Electrical Distribution

Energy Intelligence Group Inc.	Ford-Powers Family Properties, Ltd.
Energys Corp	Fordyce, Ltd.
Engine Service & Supply Co.	Forsa Technologies
Engineering Service	Forza Operating, LLC.
Enrique Ybarra	Foster & Associates
Enterprise Intrastate LLC	Frank K. Rutledge
Envent Technologies LLC	Frank Story
Enviance Inc.	Fred Slawson
Environmental Resources Management	Fredco And Chromcak Company
Environmental Signage Solutions, Inc.	Fuller Tractor Company
Environmental Systems Research Institute	Furmanite America, Inc.
Envirotest LLC	G & G Reliable Oilfeild Service & Repair
EOG Resources, Inc. (Row)	G & S Machine
Epic Industrial, Inc.	G & W Trucking
Equalizer International Americas Inc.	G4S Secure Solutions (Usa) Inc
Equipment Depot, Ltd.	Gajeske, Inc.
Erasmo R. Perez	Garth Scrimpsheer
Eric Hartzell	Gary Henneke
Eric Hinojosa	Gary Mann-Employee
Eric Kolar - Employee	Gary Preiss
Eric Wood	Gas Analytical Services Inc
Erwin Wienen	Gas Equipment Co., Inc.
ESI Supply	Gaumer Company Inc
ESP Petrochemicals Inc.	GE MDS LLC
Estate Of Melody K Thomas	GE Oil & Gas
Euell R. Duvall	Genesis Systems Inc.
Everbank Commercial Finance Inc.	George R McConnell
Examinetics, Inc.	Georgeson LLC
Expro Americas	Georgia Pacific Wood Products LLC
Exterran	Gerald Daugherty
FASB	Gerald Stearns
Fastenal Company	Gerardo Rivera
Fastenal Industrial and Construction	Getgo Inc.
Fayette County High School	GK Techstar, LLC
Fayette County Revenue Commissioner	Glenn Dale Wells, Jr
FCX Performance	Global Compressor LP
Federal Trade Commission	Global Fire Sprinklers, LLC
Felipe Calvillo	GLY-Tech Services, Inc.
Felipe Soza	Goliad County Tax Office
Fesco, Ltd.	Got Gear Motorsports
Fidelity National Title Agency, Inc.	GPA Midstream Association
Finley Resources Inc.	Gracey Consulting Inc.
Fisher Fire Extinguisher Service	Grainger
Flares & Stacks Inc.	Graphic Products Inc.
Flow Control Services	Graybar Electric Co., Inc.
Flow Data, Inc.	Graylind Vincent
Flow Safe Supply	Great Plains Analytical Services, Inc.
Flow-Zone LLC	Green Equipment Company
Flozone Measurement Ltd.	Greg Evans
Foley & Lardner LLP	Greg Hoover
Ford-Allen Family Properties	Gregg Engineering Services, Ltd.

Griffith's Discount Tires, Inc.
 Griffith's Tire
 Guardian Compliance, Inc.
 Gulf Coast Measuring Services
 Gulf Coast Oil & Gas Industries, LLC
 Gulf Pine Energy LP
 GVL Marketing LLC
 H & H X-Ray Services, Inc.
 H & S Constructors Inc.
 H & S Valve, Inc.
 Hager Oil Company, Inc.
 Hahn Resources Ltd
 Halo Compressor Solutions, LLC
 Hard Core Equipment LLC
 Harold D. Blakeney
 Harrison Stafford II
 Harry Grisser
 Harvest Pipeline Company
 Hatfield & Company, Inc.
 Hatfield And Company Inc.
 Hawkins Lease Service, Inc.
 Hb Products A/S
 Heatec, Inc.
 Hercules Industries, Inc.
 Hilcorp Energy Dev LP
 Holiday World Of Katy LLC
 Holts Mechanical
 Hood Sales & Services LLC
 Hose Of South Texas, Inc.
 Houston Inspection Field Services, LLC.
 Howard Measurement Co., Inc.
 Huco Consulting, Inc.
 Huff Ranch Limited Partnership
 Hughes Eastern Corp.
 Hugo Alvarado
 Hunton Andrews Kurth Llp
 Hurd Enterprises, Ltd.
 Hy-Bon Engineering Co., Inc.
 Hytorc If Texas
 I-2-I Technologies, LLC
 Ice Data, LP
 Ice Systems, Inc.
 Ice US OTC Commodity Markets, LLC
 Ignition System & Controls
 IH2S LLC
 II Services Inc
 Illinois Central Gulf Railroad
 Illinois Central Railroad Company
 Industrial Communications
 Industrial Corrosion Service, Inc.
 Industrial Networking Solutions

Industrysafe Inc.
 Infinite Energy Inc.
 Inline Services, Inc.
 Innovative Control Solutions Inc.
 Insite Towers Development 2, LLC
 Instrument & Valve Services Company
 Integrated Power Services, LLC
 Integrity Solutions Field Services Inc.
 Interior Image Of Texas Services
 Interstate All Battery Center-Ridgeland, MS
 Interstate All Battery Center-Victoria, TX
 Interstate Batteries Of South Texas
 Intertek Technical Services, Inc.
 Intertek USA Inc.
 Ione Stevison
 Iron Mountain
 J. B. Taylor And Wife, Darlene Taylor
 J. Chris Kassen
 J.D. Trull
 J.R. Low Services
 J2 Global Ireland Limited
 Jack R. Langdon
 James Gilbert
 James Johnson
 James L. Turner Co.
 James Lamar Hellums
 James Larry Turner
 James P. Bonn
 James W. Callaway
 James Wayne Properties Inc.
 James Wood
 Janice Champlin Hammons And Coleman
 Hammons
 Jarome Johnson
 Jason Friedman
 Jatco, Inc.
 JD Fields & Company, Inc.
 Jeff Crook
 Jeff Downing
 Jeff Hines
 Jeffery R. Christesson
 Jennifer Cooley
 Jerry Adamez
 Jet Specialty & Supply, Inc.
 Jim Driskill
 Jim Pustejovsky
 Jim Richter
 Jim Wells County Appraisal District
 JM Supply
 JM Test Systems, Inc.
 Joanna Lerma

Joaquinn Beserra
 Joe Salinas
 Joel Moxley
 Joey Gonzalez
 Joey Rodriguez
 John A Arnold, Inc.
 John Callaway
 John Crane, Inc.
 John H. Carter Co., Inc.
 John Herbert Roades
 John Pascador
 John Roach
 Johnson Controls, Inc.
 Jonathan Dixon
 Jose Carranza
 Jose Gutierrez
 Joseph Machos
 Josh Thomas
 Joshua B. Purvis
 Julian A. Ruiz
 Justin Lee
 Justin Mooring
 K & K Process LLC
 K&L Contractors Inc.
 K2controls Inc.
 Kansas City Southern Railway Co.
 Kantex Industries
 Kass Marketing
 Katherine Culbert
 Kay S. Jorgensen
 KD Energy LLC
 Keaton Simmons
 Keith Stark
 Ken Petroleum Corporation
 Kenmark Inc.
 Kenneth Mican
 Kevin Beville
 Kim Mcninch
 Kimball Midwest
 Kimray Inc.
 Kinder Morgan, Inc.
 Klean Corp International
 KMG Val-Tex, LLC
 Knox Oil Field Supply Inc
 Konecranes Inc.
 Korterra, Inc.
 L.A. Turbine Corporation
 Lane Electric Inc
 Larry Dean Johnson
 Larry Perez
 Lasen Inc.

Laura Ball
 Legacy Safety And Consulting LLC
 Leonard Stroman
 Leslie Diana Hoff Crews
 Levi Miller
 Linda F. Patterson Family Trust
 Lindsey Roberts
 Lloyd Largent
 Lois Gayle Kruschwitz
 Lone Star Groundwater Conservation District
 Lonestar Safety Services LLC
 Louis R. Pugh Jr.
 Louisiana Valve Source, Inc.
 Luis Molina
 Luxapalila Valley Railroad Company
 M & J Valve Services, Inc.
 Mack Grubbs Ford-Mercury Inc.
 Magellan Behavioral Health
 Magnum Producing - Gregory
 Mal Crews
 Malek Inc
 Mallory Biegler
 Mamerow Energy Services Corp.
 Manuel Lozano
 Marieco, Inc.
 Marilyn Knight Keene
 Mark P. Castiglione
 Mark Simpson
 Martha Callaway
 Martin O'Connor Ranch Ltd.
 Martin Transport Inc.
 Marvin M Chronister
 Marwell Petroleum, Limited Partnership
 Mary Gayle Prihoda
 Master Controls
 Matrix Pdm Engineering, Inc
 Matthew Alonso
 Matthew Gross
 Matthew Hons
 Matthew Marek-(Employee)
 McClung Energy Services LLC
 McGowan Working Partners, Inc.
 MCM Technical Services
 Mediant Communications Inc.
 Melancon Energy Products, Inc.
 Mercer Valve Co., Inc.
 Merrill Communications LLC
 Mesa Products, Inc.
 Metro-Repro, Inc.
 Meyer Energy Services, LLC
 Michael Chessser

Michael Howe	OTC Markets Group Inc.
Michael Mayo	Otto Browning, Jr.
Michael Morris (Employee)	Overnite Software, Inc.
Michael Reddin	P & W Services, Inc.
Michael Schindler	P&W Sales Inc.
Micro Strategies Inc.	Panton Inc
Midstate Environmental Services, LLC	Parijat Controlware, Inc.
Mike Leslie	Paschal Welding & Construction
Mike Ward	Patco Electrical Contractors, Inc.
Mildred Veenstra Family Trust	Patricia Madro
Milton Roy LLC	Paul J Krenek
Mississippi Natural Gas Association	Paul Tinsley
Monsoon Rain Group LLC	PCAOB
Montgomery County Tax A/C	Peak AI Solutions
Moore Control Systems Inc	Peggy Sims
Moore Fans LLC	Pendulum Energy, LLC
Morrow Oil & Gas Company	Penelope Diaz Eaddy
Moses Constante	Petrolab
Moses Munoz	Petroquip
MRC Global (Us) Inc.	Pettus Oilfield Supply
MSC Industrial Supply, Inc.	Peyton C. Cochrane, Tax Collector
MSDSonline Inc.	PFV Supply, LLC
Nalco	Philip Schnorbach
Nasdaq Corporate Solutions LLC	Pickett Systems
Nathan Martin	Pinnacle Chemical Solutions LLC
Natural Gas & Oil Inc.	Pinnacle Industries Ltd.
Natural Gas Services Group, Inc.	Pintail Oil & Gas LLC.
Neofunds By Neopost	Pipeline Controls & Services, Inc.
Neumin Production Company	Pipeline Design & Engineering, LLC
Newson Gale Inc.	Pipeline Measurement Co
Nexair	Plumblin Consulting LLC
Nextcare Urgent Care	Portal Shop
Nexus Integrity Management, LLC	Power & Rubber Supply, Inc.
NGA Rathburn	Powertherm Co Inc
Nick Fransen	Praxair Distribution Inc.(Corpus)
Nordon Corporation	Precision Pump & Valve, LLC
North American Van Lines Inc.	Premier Springwater Distribution
Northern Safety & Industrial	Prentiss Electric Service, Inc.
Nyati Service Inc.	Price Cattle Co.
NYSE Market, Inc.	Pride Energy Company And Oklahoma
Occupational Health Centers Of The	Prime Controls, LP
Odessa Pumps & Equipment	Process CFD Solutions
Office Boy	Project Consulting Services, Inc.
Oil Field Valve Service & Supply	Proline Energy Resources
Oil Price Information Service LLC	Propane Education & Research Council
OMLP, LP	Prostar Services Inc. (d/b/a Parks Coffee)
On Time Couriers Inc.	PSC Industrial Outsourcing, LP
Onyx Engineering Inc.	PSS Companies
Open Door Promotions	Pulse Measurement & Controls LLC
Optimax Services & Supply, LLC	Pump Jack Cattle Company LLC
Oracle America Inc.	Pursue Energy Corporation

Quest Integrity Usa LLC
 Quorum Business Solutions, Inc.
 R360 ES Holdings Inc.
 Railroad Commission Of Texas-Alternative
 Fuels
 Railroad Commission Of Texas-P-5
 Ram Bustamante
 Ram Energy LLC
 Randy Nichols
 Rawson L.P.
 Ray Toman
 Raymond Gray
 Raymond Lecompte
 Raymond W. Settle
 Razor Specialties LLC
 Red Ball Oxygen
 Reddy Ice Corporation
 Refinery Terminal Fire Company
 Reggie Keith Daughdrill
 Reliability Point LLC
 Remora Oil & Gas, LLC
 Rena Scherer - Victoria Co. Tax A/C
 Rentacrate Enterprises LLC
 RES Energy Solutions
 Riachuelo Limited Partnership
 Riccardell Consulting Services
 Richard Design Services, Inc.
 Richardo Lopez
 Ricoh USA, Inc.
 Rignet, Inc.
 Ritter Forest Products
 River Consulting, LLC.
 RLI Insurance Co.
 Rob & Bessie Welder Wildlife Foundation
 Robert D. Lee
 Robert Half Finance & Accounting
 Robert Machacek
 Robertson Resources, Inc.
 Robin Teeter
 Robyn Lomonaco
 Rochester Midland Corporation
 Rock Eagle Ranch Corporation
 Rockwell Automation
 Rockwell Automation, Inc.
 Rodney Blackwell
 Roger Solis
 Rogue Waste Recovery & Environmental
 Roland Mota
 Ron McCowen
 Ronak Patel
 Ronald Bellamy

Rosemount Analytical, Inc.
 Rosemount, Inc.
 Rosewood Resources Inc.
 Ross Molina Oliveros, P.C.
 Rotor-Tech, Inc.
 RPPG Inc.
 Rudy Cantu
 Rusty (Richard) Moody
 RW Flow Controls Inc.
 Ryan Godfrey
 S&P Global Platts
 S&R Compression LLC
 Sabine Environmental
 Safesite Inc
 Safzone Field Services, LLC
 Sage Atc Environmental Consulting LLC
 Sage Software Inc
 Sam's Club
 Sandalwood Exploration, LP
 Sandra Henrichson Neal
 Sandra L Davis
 Sandy Burleson
 Sanford Resources Corporation
 Santos D. Villarreal Jr.
 SBA Towers II LLC
 Schneider Electric Systems Usa Inc
 S-Con, Inc.
 Scott Gisler
 Sec Energy Products & Services LP
 Select Commercial Services, LLC
 Service Junction Inc
 Seth Hoffman
 Setpoint Integrated Solutions
 Shawn Witt
 Sheila Knight Howell
 Sheinberg Tool Co., Inc.
 Sheri S. Bell
 Shermco Industries, Inc
 Shi International Corp
 Shirley Laza
 Shred Document Destruction LLC
 Sick Inc.
 Sierra Chemicals, LLC
 Signs First
 Silas Mumphord Estate
 Site Services, Inc.
 Sjs Industrial LLC
 Skid-O-Kan
 Sloan Clayton-Employee
 Smart Plumbing Inc
 Smartware Group

Smith & Burgess LLC
 Smith Compression And Fabrication, Inc.
 Smith System Driver Improvement Institute
 Smitty's Heavy Hauling
 Software Experts, Inc.
 Solarcraft, Inc.
 Solium Capital LLC
 Soumya Narla
 Sound Environmental Solutions, Inc.
 South Anna Inc.
 South Texas Crane Service Inc.
 South Texas Filter & Supply Co.
 South Texas Outfitters
 South Texas SCM
 Southtex Treaters, LLC
 Southwest Research Institute
 Sparkletts & Sierra Spring
 Spirit Oilfield Supply, Inc.
 Spitzer Industries, Inc
 SPL, Inc.
 SPL-Southern Petroleum Labs, Inc.
 Standard & Poor's Financial Services, LLC
 Staples Business Advantage
 Staples Contract & Commercial, Inc.
 Star Measurment
 Steamatic Of San Antonio
 Stephanie E Fox
 Steve Sijansky
 Stewart Dean Bearing Company, Inc.
 Stocks Sandblasting & Painting, Inc.
 Strategy Engineering & Consulting
 Streamline Energy Services LLC
 Stringer's Oilfield
 Sullivan And Sons, Inc.
 Summit Electric Supply
 Sunbelt Rentals Scaffold Services LLC
 Sunbelt Rentals, Inc.
 Superior Optimization, Ltd
 Susan Blacketer
 Suwannee Supply, Inc.
 Swagelok Austin
 Synergy Liquids, LLC
 T&T Farms Partnership
 T.N.T. Crane & Rigging, Inc.
 Tarpon Operating & Development, LLC.
 Tax Trust Account-Business Lic Dept
 Tayland RV Park
 TDX Energy LLC
 TE LLC
 Team Industrial Services, Inc.
 Teladoc , Inc.

Teladoc Physicians Pa
 Terre Gildon
 Tessco Incorporated
 Texas & New Orleans Railroad Co.
 Texas Analytical Controls, Inc.
 Texas Automation System
 Texas Comptroller of Public Accounts
 Texas Energy Services, LP
 Texas Excavation Safety System, Inc.
 Texas Ice Machine Company, Inc
 Texas Mexican Railway-(Use This One)
 Texas Natural Gas Foundation
 Texas Throne LLC
 Texas Turbine, Inc.
 Tex-Isle Supply Inc
 The Clarion Ledger
 The J.K. Kalb Company, Inc.
 The Loftis Company
 The New York Blower Company
 The RJ Byrd Group, LLC
 The Windshield Repair/Replacement Co., Inc.
 Thermal Scientific, Inc.
 Thermo Process Instruments LP
 Thomson Reuters (Property Tax Services) Inc.
 Thomson Reuters (Tax & Accounting) Inc.
 Thorne Refrigeration Inc.
 Tiger Industries, Inc.
 Tim Higginbotham - Employee
 Tim Leonard
 Tim Merchant
 Timothy Cady
 TM-EMS, LLC
 Todd Stolusky
 Tomball Independent School District
 Tony Lockard
 Topographic Land Surveyors
 Tower Club Of Dallas
 Transcat, Inc.
 Transportation Resources Associates
 Tranter Inc.
 Traveling Coaches, Inc.
 Travis Goldapp
 Tres Rios Oilfield Services, Inc.
 Trident Steel Corporation
 Trilogy Effective Software Solutions, Inc.
 Trilogy Energy Services, Inc.
 Trinity Bay Pipe & Supply, LLC
 Triplex Inc.
 Trisha Painter Plagens
 Troys Fence
 Truck Upfitters Of MS

TSG Reporting, Inc.
 TTL, Inc.
 Tucker Energy Solutions, LLC
 Turnkey Project Services LLC
 Two Guns Consulting & Construction
 Tyco Fire & Security (US) Management Inc.
 Tyler G. Barton
 Unifirst Holdings
 United Equipment Rentals Gulf, L.P.
 United Rentals Northwest Inc.
 Univar USA Inc.
 Universal Rectifiers, Inc.
 US Bank Equipment Finance
 USA All Stream Technologies
 USI Southwest, Inc.
 V&S Ventures, LLC
 Valley Solvent & Chemicals Inc
 Vantage Operating, LLC
 Vaw Systems Ltd.
 Vector Contols And Automation Group
 Veriforce LLC
 Verity Group
 Viavid
 Vicksburg-Warren County School District
 Viper Oil And Gas
 Vision Service Plan
 Vulcan Utility Signs & Products
 Wade Services
 Wadi Petroleum, Inc
 Wagner Oil Company
 Waller Ind. School District
 Walter Wernecke
 Wanda Dyess
 Waukesha-Pearce Industries Inc
 Waukesha-Pearce Industries, LLC (C-Corp)
 Wayne Ellisor
 Wayne Harper
 Wayne Wicks & Associates
 Waypoint Analytical-Mississippi
 Welker Inc.
 Wells Fargo Financial Copier Leasing
 West LLC
 Western Filter Co Inc
 Wharton County Tax A/C
 Wheeler Oil Co. Ltd
 White Oak Resources Vi LLC
 White Rock Security Group
 William B. Wursthorn
 William C Boyer
 William Corey Lothamer
 William D. Griffin

William S Kuester
 Wilmar Pipelines, Inc.
 Wilmington Trust, National Association
 Wilson Bain Rogers
 Wilson Instruments, LLC
 Windrock Incorporated
 Winright Oil Company, LLC.
 Woolwine Ford-Lincoln-Mercury, Inc.
 Workiva Inc
 Worldwide Exchangers, Inc.
 WP Fagen Estate
 Wynn-Crosby Operating, Ltd
 Xerox Corporation
 Xerox Financial Services
 Y Bar Ranch, Ltd
 Yoka Inc. d/b/a Yoka Power
 York Ice Co. L.L.C.
 Zac Klammer
 Zachary M. Corey
 Zeeco, Inc.

Utilities

Absolute Waste Services, Inc.
 Ace Janitorial & Safety Supply
 Agility Communications Group, LLC
 Airgas Nitrogen Services LLC
 Airgas USA, LLC - (Dallas)
 Alabama Power Company
 American Millennium Corp., Inc. (AMCI)
 AT&T
 AT&T Long Distance
 AT&T Mobility
 Beaverdam Water Association
 Bullseye Telecom
 C Spire (d/b/a Cellular South)
 C.D.S.I.
 Cayla Hons
 Cedar Grove-Harmony Water Association
 Centerpoint Energy Services
 Central Parking System
 Centurylink-Carol Stream
 Chemical Weed Control
 Cintas Corporation
 CIT
 City of Corpus Christi
 City of Pearl
 Cogent Communications, Inc.
 Comcast Business
 Consolidated Communications
 Corpus Christi Electric Co.
 Culligan of Victoria

Dallas Security Systems, Inc.
 Data Technology Solutions, LLC
 De Lage Landen
 Dena Hudson
 Direct Energy
 Dixie Electric Power Association
 East Mississippi Electric Power Association
 Entergy
 Entergy Texas Inc.
 Fayette Gas Board
 Fayette Water Board
 Fed Ex
 Granite Telecommunications
 Great Texas Compression LLC
 Guadalupe Valley Electric Cooperative
 Houston Media Systems
 Infosat Able Holdings
 Jackson Electric Coop., Inc.
 JAN-Pro of Central Mississippi
 Just Energy
 Karnes Electric Cooperative
 Kelley's Cleaning Service
 Lonestar Overnight
 Matheson Trigas, Inc.
 Medina Electric
 Medina Electric Cooperative Inc.
 Mississippi 811
 Mississippi Gauge & Supply Co.
 Mobile Mini I, Inc.
 Modspace Corporation
 Nueces Electric Coop., Inc.
 Nueces Electric Coop-Retail Division
 Park First LLC
 Pearl River Valley Electric Power Association
 Purchase Power
 ReadyRefresh By Nestle
 Reliant
 Republic Services, Inc.
 Republic Services, Inc. #847
 Reynolds Aviation
 Ricks Cleaning Service
 Rincon Water Supply Corp.
 Rural Trash Service Inc.
 Sagebrush Towers, Inc.
 San Patricio Electric Coop
 Shank Communications Co., Inc.
 Southern Pine Electric Power Assn.
 SouthernLINC
 Southwest Energy, LP
 SP Plus Corporation
 Spankys Portable Toilets

TEC
 Texas Department of Agriculture
 The Legacy Connection Answering Service
 The Outhouse Company
 Tidal Power Services, LLC
 Time Warner Cable
 TLC Cleaning
 Tombigbee Electric Coop., Inc.
 Touchtone Communications
 Town of Gordo
 United Rentals (North America) Inc.
 Victoria Electric Cooperative Inc.
 Waste Management Of Texas, Inc.
 West Alabama TV Cable Co.
 Wharton County Electric Coop.
 Williams Scotsman, Inc.
 Windstream
 Yazoo Valley Electric Power Association
 YK Communications Ltd.

Significant Customers

Abraxas Petroleum Corporation
 Acock/Anaqua Operating Co., LP
 Adams Resource Marketing
 Air Liquide Large Industries U.S.
 Alabama Gas Corporation
 Alcoa World Alumina LLC
 Ambassador Petroleum Inc.
 Amerada Hess Corporation
 American Midstream (Mississippi), LLC
 Amerril Energy LLC
 Anadarko Energy Services Company
 Apache Corporation
 APL South Tex Gas Utility, LP
 APL South Tex Midstream Company LP
 Aransas Natural Gas Company
 ARP Production Company, LLC
 Arrowhead Gathering Co LP
 Atmos Energy Corporation
 Atmos Energy Marketing, LLC
 Aurora Resources Corporation
 AVAD Operating, LLC
 Barney M. Davis LP
 Berry Gas Board
 BG Energy Merchants, LLC
 Black Rock Operating, LLC
 Black Warrior Methane Corp.
 Black Warrior Transmission
 BlackBrush Oil & Gas Inc.
 BlackBrush TexStar, LP
 Boardwalk Field Services, LLC

Boardwalk Texas Intrastate, LLC	Coral Energy Resources, L.P.
Bopco LP	Corum Production Co.
BP Energy Company	Crimson Resources II, LLC
BP Products North America, Inc.	Crosstex DC Gathering Company
Brooklyn Union Gas Co	Crosstex Energy Services, L.P.
BTB Refining, LLC	Crosstex Gulf Coast Marketing Ltd.
Buckeye Partners, L.P.	Crosstex NGL Marketing LP
Buckeye Texas Processing LLC	Cypress Operating, Inc.
Buffco Production Inc.	Dan A. Hughes Company, L.P.
C6 Operating	Dartex Energy Corporation
Cabot O&G Marketing Corp.	DCP Intrastate Network, LLC
Calpine Energy Services LP	DCP Midstream LLC
Cargill, Incorporated	DCP NGL Services, LLC
Carl E Gungoll Exploration LLC	DCP Sandhills Pipeline, LLC
Carolina Power & Light Co.	Decker Operating Co. LLC
Carrizo (Eagle Ford) LLC	Delta Energy, LLC
Carrizo Oil & Gas, Inc.	Department Of Revenue
Carter E&P LLC	Devon Energy Production Co. LP
Castleton Commodities Merchant Trading LP	Dewbre Petroleum Corporation
CCI Robinson's Bend LLC	Dow Hydrocarbons & Resources LLC
CD Exploration LLC	DTE Energy Trading, Inc.
Centerpoint Energy Entex	Duncan Oil, Inc.
Centerpoint Energy Resources Corp.	Eagle Energy Partners I LP
Centerpoint Energy Services Inc.	Eagle Ridge Operating, LLC
Central Crude Inc.	Eagle Rock Energy
CF Industries Nitrogen LLC	Eagle Rock Midstream LP
Chaparral Energy, LLC	ECA Holdings, LP
Chesapeake Energy Marketing	EF Energy LLC
Chevron Midcontinent, LP	El Paso E&P Company LP
Chevron Natural Gas	El Paso Industrial Energy Co. LLC
Chevron U.S.A. Inc.	El Paso Marketing LP
Cheyenne Petroleum Company	El Paso Merchant Energy Petroleum Co.
Christopher Oil & Gas, Inc.	Eland Energy, Inc.
Cima Energy, Ltd.	Elementis Worldwide Shared Services
Cimarex Energy Co	Eltm, LP
Cinco Natural Resources Corp.	Employee Receivable
Citgo Petroleum Corporation	Enbridge Holdings (Texas Systems) LLC
City of Corpus Christi	Enbridge Marketing US LP
City of Port Aransas	Enbridge Processing (Mississippi) Inc.
City of Robstown, Utilities Systems	Enbridge Processing MS LLC
City of Rockport	Endeavor Natural Gas, LP
City of San Antonio (CPS Energy)	Enerfin Field Services LLC
City of Tallahassee	Energen Resources Corporation
Cokinos Energy Trading Corporation	Energy Authority Inc.
Cokinos Natural Gas Company	Enlink Midstream, LLC
Colonial Energy Inc.	Enterprise Products Operating LLC
Conoco Phillips Company Houston	Enterprise Texas Pipeline LLC
ConocoPhillips Company	EOG Resources Inc.
Constellation Energy Commodities Group Inc.	EP Energy E&P Company, L.P.
Cooperative Energy	Epic Y-Grade Logistics, LP
Copano Energy Services/Upper Gulf Coast	Equistar Chemicals, LP

ETC Marketing, Ltd.
 Everest Resource Company
 ExxonMobil Corporation
 Faraday Midstream Company
 Fieldwood Energy LLC
 Firststrike Energy Co
 FL Rich Gas Services
 FL Rich Gas Utility
 Flint Hills Resources
 Florida Gas Transmission Company
 Florida Gas Transmission, LLC
 Florida Gas Utility
 Florida Power & Light Company
 Florida Power Corporation
 Florida Public Utilities Company
 Formosa Hydrocarbons Co., Inc.
 Fortis Energy Marketing & Trading GP
 Forza Operating, LLC
 Foundation Energy Management, LLC
 Frio LaSalle Pipeline
 Frostwood Energy LLC
 GCGV Asset Holding, LLC
 Geomet, Inc.
 Georgia Pacific, LLC
 Georgia-Pacific Monticello LLC
 Georgia-Pacific Wood Products, LLC
 Global Partners L.P.
 Goodrich Petroleum Corporation
 Gravity Midstream, LLC.
 Green Exploration Company
 Gulf Coast Gas Gathering, LLC
 Gulf Pine Energy, LP
 Gulf South Pipeline Company
 Hardee Power Partners Ltd.
 Harris County Flood Control
 Hat Creek Energy, LLC
 Hesco Gathering Company
 High Island Oil Corp.
 Highmount Black Warrior Basin LLC
 Hilcorp Energy Co.
 Hilcorp Energy I, L.P.
 Houston Pipe Line Company LP
 Howard Energy Partners
 Hughes Eastern Corp.
 Hydrocarbon Exchange Corp.
 Iberdrola Renewables, S.A.
 Illinois Sand Company LLC
 Infinite Energy, Inc.
 Inland Ocean, Inc.
 Inteplast Group, Ltd.
 Interconn Resources, LLC

International Paper Company
 J Aron & Co.
 Jetta Operating Company Inc.
 JMM Energy LLC
 Kaiser Francis Oil Co.
 Kaler Energy Corp.
 KD Energy, LLC
 Keyspan Gas East Corporation
 Kinder Morgan Tejas Pipeline LP
 Kinder Morgan Tejas Pipeline, L.P.
 Kinder Morgan Texas Pipeline
 Kinder Morgan Texas Pipeline LP
 Koch Energy Services, LLC
 Koch Supply & Trading, LP
 KWS Oil & Gas, LLC
 Lamar Oil & Gas Inc.
 Legado Opco LLC
 Liberty Mutual Insurance Group
 LIG Gathering Co II LLC
 LL Oil Co
 Locin Oil Corporation
 Lonestar Operating, LLC
 Louis Dreyfus Energy Services LP
 LT Gathering, LLC
 Lumber Remanufacturing Services Inc.
 Magellan Processing, LP
 Magellan Terminals Holdings L.P.
 Magnum Producing, LP
 Magnus Energy Marketing Ltd.
 Mamerow Energy Corp.
 Marathon Oil EF LLC
 Marathon Petroleum Company LP
 Mariner Energy Resources Inc
 MarkWest Gas Services LLC
 MarkWest Javelina Company
 Marquee Corporation
 Martin Gas Sales
 Marwell Petroleum, LP
 McGowan Working Partners, Inc.
 Merit Energy Company
 Merrill Lynch Commodities Inc.
 Mex Gas Supply SL
 Mississippi Department of Transportation
 Mississippi Resources, LLC
 MK Gas Co
 MME Midstream, L.P.
 Moda Ingleside Energy Center, LLC
 Morgan Stanley Capital Group Inc.
 Municipal Gas Marketing Services
 National Energy & Trade LLC
 New Century Exploration Inc.

NJR Energy Services Co.
 Northern White Sand LLC
 Northwest Alabama Gas District
 NuStar Logistics LP
 Oblaen Resources LLC
 Occidental Energy Marketing, Inc.
 Oil States Industries
 Onyx Gas Marketing Co. LLC
 Orion Pipeline LLC
 Orlando Utilities Commission
 Osprey Petroleum Company, Inc.
 Osyka Permian, LLC
 Pacific Summit Energy LLC
 Patterson Petroleum, LP
 Penn Virginia Oil & Gas Corporation
 Peoples Gas System
 Perdido Energy, LLC
 Petro Harvester Gulf Coast Holdings, LLC
 Petro Source Products LLC
 Petrogulf Corporation
 Petro-Hunt, L.L.C.
 Petroleum Fuels Midstream Holding LLC
 PGP Operating, LLC
 Piedmont Natural Gas Co.
 Pintail Oil & Gas, LLC
 Pioneer Natural Resources USA Inc.
 Pioneer Pipe
 Plains Marketing, L.P.
 Pogo Producing Co. LLC
 Port of Corpus Christi Authority
 Premier Natural Resources II, LLC
 Production Pipeline & Processing LLC
 Pruet Production Co.
 Public Service Company of North Carolina
 Pursue Energy Corp
 QEP Energy Company
 Rainbow Energy Marketing Corporation
 Range Production Company
 Range Resources Corp.
 RBM Solutions LLC
 Regency Desoto-Hesco Services LLC
 Regency Field Services, LLC
 Remora Management LLC
 Ricochet Energy, Inc.
 Rincon Petroleum Corp.
 Rockdale Energy, LLC
 Rosewood Resources, Inc.
 Rover Operating LLC
 Royal Production Company
 S. Lavon Evans, Jr. Operating Co., Inc.
 S.A.G. Enterprises

Sabco Oil & Gas Corp
 Sabine River Energy, LLC
 Saga Petroleum LLC
 Sanchez Energy Corporation
 Sanchez Oil & Gas Corp.
 Sandalwood Exploration LP
 Sandel Energy, Inc.
 SCANA Energy Marketing, Inc.
 Sejita Pipeline Company
 Sempra Energy Trading Corp.
 Sequent Energy Management LP
 Shell Energy North America US LP
 Shell Trading (US) Company
 Sherwin Alumina Company
 Silverbow Resources Operating, LLC
 Sklar Exploration Company, LLC
 Skrivanos Engineering Inc.
 South Central Texas Oil & Gas
 South Jersey Resources Group, LLC
 South Mississippi Electric Power Association
 Southcross Alabama Gathering System
 Southcross Alabama Pipeline LLC
 Southcross Cng Transmission Ltd
 Southcross Energy GP
 Southcross Energy Partners GP
 Southcross Gulf Coast Transmission Ltd.
 Southcross Marketing Company
 Southcross Mississippi Pipeline LP
 Southeast Supply Header, LLC
 Southern Company Services, Inc.
 Southern Natural Gas Company
 Southstar Energy Services, LLC
 Southwest Energy, LP
 Spooner Petroleum Company
 Spotlight Energy, LLC
 Spur Operating Co.
 Star Crete Products
 State Of Mississippi
 Steel Dust Recycling, LLC
 Stonegate Production Co.
 Superior Crude Gathering, Inc.
 Swift Energy Company
 Swift Energy Operating, LLC
 Synergy Liquids LLC
 T C Oil Co.
 T2 Eagle Ford Gathering Co LLC
 T2 EF Cogeneration
 T2 Gas Utility
 T2 Lasalle Gas Utility
 Talen Energy Marketing, LLC
 Talisman Energy USA, Inc.

Tampa Electric Company
 Targa Liquids Marketing & Trade LLC
 Targa Resources
 Targa Southtex Midstream Co. LP
 Targa Southtex Processing Co. LP
 Tarpon Operating & Development, LLC
 Tauber Oil Company
 Tellus Operating Group LLC
 Tenaska Marketing Ventures
 Tennessee Gas Pipeline
 Tennessee Gas Pipeline Company
 Tennessee Gas Pipeline Company, LLC
 Terra Mississippi Nitrogen Inc.
 Texana Gas Utility Co LP
 Texana Midstream Co LP
 Texas American Resources II, LLC
 Texas American Resources, LLC
 Texas Aromatics, LP
 Texas Department Of Transportation
 Texas Eastern Transmission, LP
 Texas General Land Office
 Texas Offshore Operations, LLC
 Texas Petroleum Investment Co
 Texcal Energy South Texas LP
 Texla Energy Management, Inc.
 Texon LP
 TexStar Midstream
 TexStar Midstream Logistics
 TexStar Midstream Logistics LP
 TexStar Midstream Utility
 TexStar Transmission
 The City of Victoria
 The Gas Board of the City of Fayette
 Tin Inc. d/b/a Temple Inland
 Topaz Power Management, L.P. 3
 Tor Minerals International Inc.
 Total Energy Partners LLC
 Total Gas & Power North America Inc.
 TPL SouthTex Processing Company, LP
 TR Offshore, LLC
 Trafigura AG
 Trafigura Trading LLC
 Transcontinental Gas Pipeline Co. LLC
 Trigeant Ltd.
 Trinity Operating (USG), LLC
 Trinity River Energy LLC
 Twin Eagle Resource Management LLC
 U.S. Enercorp Ltd
 United Energy Trading, LLC
 Upstream Energy Services LP
 Urban Oil and Gas

US Ecology Texas Inc
 Valero Marketing and Supply
 Valero Refining - Texas, L.P.
 Vanguard Permian, LLC
 Viper Oil & Gas
 Virginia Power Energy Marketing Inc.
 Virtex Operating Co., Inc.
 VistaTex Energy LLC
 Vitruvian Exploration LLC
 VOG Palo Verde LP
 W & T Offshore Inc.
 Walter Black Warrior Basic LLC
 Wapiti Energy LLC
 Warrior Energy Services Corp.
 Welder Exploration & Production, Inc.
 White Marlin Oil & Gas Company, LLC
 White Oak Resources VI, LLC
 Whiting Oil And Gas Corporation
 Williams Gas Marketing Inc.
 WPX Energy Marketing LLC
 Wynn-Crosby Operating Ltd.
 XTO Energy Inc.

Significant Competitors

DCP Midstream LLC
 Energy Transfer Partners, L.P.
 Enterprise Products Partners, LP
 Boardwalk Pipeline Partners, LP
 Kinder Morgan Inc.
 Targa Resources Corp.

Insurers

Ace American Insurance Co
 AEGIS
 AEGIS Ltd.
 American International Group, Inc.
 Associated Electric & Gas Insurance Services Ltd.
 AXIS Insurance Company
 Endurance American Insurance Company
 Everest National Insurance Company
 Hartford Underwriters Ins. Co.
 Illinois Union Insurance Co.
 Illinois National Insurance Company
 Liberty Mutual Fire Insurance Co.
 Lloyds of London
 Lloyd's
 National Fire & Marine Ins. Co.
 Ohio Casualty Insurance Company
 QBE Insurance Corporation
 Railroad Commission of Texas (TX)

RSUI Indemnity Company
Travelers Casualty and Surety Company of America
UND AT Lloyds/Certain Other
Westchester Fire Insurance Company
XL Insurance America, Inc.
XL Specialty Insurance Company
Zurich American Insurance Company

Attorneys, Financial Advisors and Other Professionals

Alvarez & Marsal Holdings, LLC
Akin Gump Strauss Hauer & Feld LLP
Brock, Person, Guerra & Reyna, P.C.
Davis Polk & Wardwell LLP
Debevoise & Plimpton LLP
Deloitte & Touche LLP
Evercore Group L.L.C.
Gardere Wynne Sewell LLP
Gieger, Laborde & Perouse, L.L.C.
Grant Thornton LLP
Houlihan Lokey Capital, Inc.
Jones Day
Kirkland & Ellis LLP
KPMG LLP
Kurtzman Carson Consultants
Law Office Of Katzman & Katzman, PLLC
Locke Lord LLP
Marsha L. Glass CPA LLC
McElroy, Sullivan, Miller, Weber & Olmstead, LLP
Morris Nichols
Ogletree Deakins Nash Smoak & Stewart
Pitney Bowes Global Financial Services LLC
Pricewaterhouse Coopers LLP
Reed Smith LLP
Royal Bank of Canada
RPA Advisors, LLC
Thompson & Knight, LLP
Tudor, Pickering, Holt & Co.
Vinson & Elkins LLP
Willkie Farr & Gallagher LLP
Wright & Close LLP
Zeanah, Hust, Summerford & Williamson, LLC
Zukerman Gore Brandeis & Crossman, LLP

Significant Financial Institutions (Including Administrative Agents, Lenders and Equipment Financing)

Revolving Agent and Lenders
Wells Fargo Bank, N.A.

Barclays Bank PLC
UBS AG, Stamford Branch
JPMorgan Chase Bank, N.A.
ABN Amro Capital USA LLC
Bank of America, N.A.
Cadence Bank, N.A.
Royal Bank of Canada
Regions Bank
MidFirst Bank
Raymond James Bank, N.A.
Term Loan Agent
Wilmington Trust, N.A.
Term Lenders
[see table in annex]
Other
Caterpillar Financial Services Corporation

L/C and Surety Bond Providers and Beneficiaries

Providers
Wells Fargo Bank, N.A.
UBS AG, Stamford Branch
Beneficiaries
Denbury Onshore, LLC
EOG Resources, Inc.
Hilcorp Energy Company
JPMorgan Chase Bank, N.A.
Marathon Oil EF LLC
Medina Electric Cooperative, Inc.
RLI Insurance Company
San Patricio Electric Cooperative, Inc.
SilverBow Resources Operating, LLC
Southeast Supply Header, LLC
Sundance Energy Inc.
Texas Eastern Transmission, LP
Transcontinental Gas Pipe Line Company, LLC
Urban Oil & Gas Group, LLC
XTO Energy Inc.
Surety Bond Party
Railroad Commission of Texas

Swap/Derivatives Counterparties

Royal Bank of Canada
JPMorgan Chase Bank, N.A.
Wells Fargo Bank, N.A.

Significant Taxing Authorities

U.S. Department of the Treasury – Internal Revenue Service
Railroad Commission Of Texas
Mississippi Public Service Commission

Alabama Public Service Commission
 Alabama Department Of Revenue
 Alabama State Treasury
 Aransas County Tax A/C
 Austin County Appraisal District
 Bee County Tax Assessor-Collector
 Calhoun County Appraisal District
 Charles Baldwin
 City Of Aransas Pass
 City Of Corpus Christi
 City Of Houston
 City Of Ingleside
 City Of Jackson
 City Of Pearl
 Copiah County
 Cotulla ISD Tax Office
 Covington County Tax Collector
 Cristyn E. Hallmark
 County Of C. Christi Cashier
 County Of C. Christi LEPC
 Dalia Sanchez, Tax Assessor-Collector
 David Boyett
 Deborah A. Sevcik
 Delaware Secretary Of State
 Delaware State Treasurer
 Department Of Revenue
 Dewitt County Tax Assessor-Collector
 Dimmit County Tax Office
 Donna Atzenhoffer
 Duval County
 Fayette County Rev. Comm
 Forrest County Tax Collector
 Fort Bend County Tax Assessor-Collector
 Freer ISD
 Goliad ISD-City Of Goliad
 Harris County M U D 405
 Harris County Texas
 Hinds County Tax Collector
 Hope M. Herrington
 Ida M. Turner, TAC
 Jackson County Tax A/C
 Jasper Co. Tax Collector
 Jefferson County Tax Coll.
 Jefferson Davis City Collector
 Jeri D. Cox, Tax Assessor Collector
 Jim Wells County Appraisal District
 John R. Ames, CTA
 Jones County Tax Collector
 Karnes County Tax Assessor-Collector
 Kleberg County Tax A/C
 Kelley Ross-Brown

Lamar County Revenue Commissioner
 Lasalle Co. Tax Office
 Lavaca County Tax A/C
 Lawrence County Tax Coll.
 Live Oak County Appraisal Dis
 Marion County Tax Assessor-Collector
 Matagorda County Tax A/C
 McMullen County Tax Office
 Melissa T. Delagarza
 Michelle D. Garcia, Tax Assessor
 Michelle Kirk
 Mississippi Dept. Of Revenue
 Mississippi State Tax Commission
 Mississippi State Treasurer
 Nueces County
 P. C. Cochrane Tax Assessor-Collector
 Palacios ISD Tax Assessor-Collector
 Patrick L. Kubala, Pcc
 Pearl River Co Tax
 Perry Cty Tax Collector
 Pickens County Revenue Commissioner
 Port Of C. Christi Auth
 R. Scherer Vict. Co Texas Assessor-Collector
 Railroad Commission Of Texas
 Rankin County Texas Coll
 Refugio County Tax A/C
 Simpson County Tax Collector
 Smith County Tax Collect.
 State Comptroller
 State Of Delaware Division Of Corporations
 Tammy J. Mcrae
 Tax Trust Account
 Texas State Treasurer
 Tomball ISD
 Travis E. Crimm, Jr.
 U.S. Dept Of Transp.
 United I.S.D. Tax Office
 United States Treasury
 Vicksburg-Warren County ISD
 Walker County Revenue Comm.
 Waller County Tax Office
 Waller ISD
 Walthall County Clerk
 Warren County Tax Collect
 Webb County Tax Assessor
 Yazoo County Collector
 Yoakum ISD Tax Office

**Regulatory Agencies (e.g., Federal & Local
 Industry Regulators, Federal & Local
 Environmental Regulators, OSHA)**

U.S. Department of Transportation
Pipeline and Hazardous Materials Safety
Administration
Occupational Safety and Health Administration
Environmental Protection Agency
Federal Energy Regulatory Commission
Alabama Department Of Environmental
Management
Mississippi Department Of Environmental
Quality
United States Environmental Protection Agency
Texas Commission On Environmental Quality

Parties to Significant Litigation

Targa Resources Corp.
TPL SouthTex Processing Company, LP
Victor Henneke, Jr.
Dennis Henneke (estate of)
Jesus Gonzalez, Jr. (estate of)
Ivy Gonzalez
Amy Gonzalez
Jesus Gonzalez, Sr.
M. R. Gonzalez [anonymous minor]
M. N. Gonzalez [anonymous minor]
Rene Roel Elizondo, Jr.
Galbraith Contracting, Inc.
Severo Sepulveda, Jr.
Sergio Ramos
Vannesa Gutierrez
Corpus Christi Alumina LLC

Top 30 Unsecured Creditors (Other Than Subordinated Noteholders)

Archrock Services
BP Energy Company
Centerpoint Energy Services
Cypress Operating Inc.
Dow Hydrocarbons & Resources LLC
Eagleford Gas 7, LLC
El Dorado Oil & Gas, Inc.
FDL Operating LLC
Gulf Pine Energy Operating LLC
Hilcorp Energy Co.
Interconn Resources, LLC
Lewis Petro Properties, Inc.
Magellan E&P Holdings, Inc.
Marathon Oil Company
Nextera Energy Capital Holdings, Inc.
Occidental Chemical Corporation
Remora Operating, LLC
Rockdale Energy, LLC
Roundtree & Associates Inc.
Sea Eagle Ford, LLC
Silverbow Resources Operating LLC
Solar Turbines Incorporated
Spotlight Energy LLC
Tellus Operating Group LLC
Trafigura Trading LLC
Urban Oil & Gas Group, LLC
Virtex Operating Co Inc.
V Palo Verde LP
Wells Fargo Bank, N.A.
White Marlin Oil & Gas Company, LLC

Subordinated Noteholders

TW Southcross Sidecar II LP
TW Southcross Sidecar II (N-QP) LP
EIG Energy Fund XIV (Cayman), L.P.
EIG Energy Fund XIV, L.P.
EIG Energy Fund XIV-A, L.P.
EIG Energy Fund XIV-B, L.P.
EIG Energy Fund XV (Cayman), L.P.
EIG Energy Fund XV, L.P.
EIG Energy Fund XV-A, L.P.
EIG Energy Fund XV-B, L.P.

U.S. Trustee's Office / Bankruptcy Administrator's Office

Benjamin Hackman
Christine Green
David Buchbinder
Diane Giordano
Dion Wynn
Edith A. Serrano

Hannah M. McCollum
Holly Dice
Jaclyn Weissgerber
James R. O'Malley
Jane Leamy
Jeffrey Heck
Juliet Sarkessian
Karen Starr
Lauren Attix
Linda Casey
Linda Richenderfer
Michael Panacio
Michael West
Ramona Vinson
Richard Schepacarter
Shakima L. Dortch
T. Patrick Tinker
Timothy J. Fox, Jr.

Bankruptcy Judges

Christopher S. Sontchi
Kevin J. Carey
Kevin Gross
Brendan L. Shannon
Laurie Selber Silverstein
Mary F. Walrath

Notice of Appearance Parties

Reliable Companies

Calhoun County Appraisal District
Caterpillar Financial Services Corporation
Dallas County
McMullen County
Wells Fargo Bank

Potential and Past M&A Counterparties

EPIC Midstream Holdings, LP
EPIC Y-Grade Holdings, LP
American Midstream Partners, L.P.
American Midstream GP, LLC
Cherokee Merger Sub LLC
BlackBrush TexStar LP
TW BBTS Aggregator LP
EIG BlackBrush Holdings, LLC
Onyx Midstream, LP
LT Gathering, LLC
Seahawk Pipeline, LLC
Ares Management Co.

ANNEX: TERM LENDERS	
Fund Manager	Lender Name
3i Debt Management US LLC	3i US Senior Loan Fund, L.P.
	ICM Global Floating Rate Income Ltd. (f/k/a 3i Global Floating Rate Income Ltd.)
	Jamestown CLO II Ltd.
	Jamestown CLO IX Ltd. (f/k/a Citi Loan Funding JT IX LLC (d/b/a Citibank))
	Jamestown CLO V Ltd.
	Jamestown CLO VII Ltd.
	Jamestown CLO VIII Ltd.
	Jamestown CLO X Ltd.
AQR Capital Management	AQR Liquidity Fund, L.P.
Arbour Lane Fund II GP, LLC	ALCOF II NUBT, L.P.
Avenue Capital Group	Avenue Energy Opportunities Fund II, LP
Babson Capital Management, LLC	Babson CLO Ltd. 2014-I
	City of New York Group Trust
	CM Life Insurance Company
	Massachusetts Mutual Life Insurance
Bank of America Merrill Lynch	Bank of America, N.A.
Barclays	Barclays Bank PLC
Barings LLC	Barings CLO Ltd. 2015-I
	Barings CLO Ltd. 2018-III
	Barings U.S. Loan Limited
Caterpillar Inc.	Caterpillar Financial Services Corporation
Columbia Management Investment Advisers, LLC	Cent CLO 21 Limited
	Cent CLO 22 Limited
	Cent CLO 24 Limited
	Columbia Floating Rate Fund, a Series of Columbia Funds Series Trust II
	Columbia Strategic Income Fund, a Series of Columbia Funds Series Trust I
Cove Key Management	Cove Key Bluescape Holdings LP
	Cove Key Master Fund LP
Credit Value Partners LP	CVP Cascade CLO-2 Ltd.
Cutwater Investor Services Corp.	Cutwater 2014-I, Ltd.
DB Services	Deutsche Bank (Cayman) Limited
GIFMS Capital Company LLC	Blanford Capital Company #4, LLC
H.I.G. Whitehorse Capital	Whitehorse VII Ltd.
HSBC Bank	HSBC Bank PLC
Invesco Senior Secured Management, Inc.	A Voce CLO, Ltd.
	Auto Club Insurance Association
	BOC Pension Investment Fund
	Invesco BL Fund Ltd

ANNEX: TERM LENDERS	
Fund Manager	Lender Name
	Invesco Dynamic Credit Opportunities Fund
	Invesco Floating Rate Fund
	Invesco Senior Income Trust
	Invesco Senior Loan Fund
	Invesco Zodiac Funds - Invesco US Senior Loan Fund
	Kaiser Foundation Hospitals (Invesco)
	Limerock CLO III, Ltd.
Investcorp Credit Mgmt US LLC	Jamestown CLO VI-R Ltd.
J.H. Lane Partners	J.H. Lane Partners Master Fund, LP
Jeffries / Apex Credit Partners	JFIN CLO 2015 Ltd.
JPMorgan Asset Management	Commingled Pension Trust Fund (Floating Rate Income) of JPMorgan Chase Bank, N.A.
Logan Circle Partners	Stichting Bedrijfstakpensioenfondsvoor Het Beroepsvervoer Over De Weg
Loomis, Sayles & Company	Loomis Sayles CLO II Ltd.
Marathon Asset Management	Marathon CLO IX Ltd.
	Marathon CLO V Ltd.
	Marathon CLO VII Ltd.
Metlife	Metropolitan Life Ins Co - Met
	Metropolitan Property and Casualty Insurance Company
Octagon Credit Investors, LLC	Baloise Senior Secured Loan Fund III
	Octagon Invest Partners XXII
	Octagon Investment Part XIV
	Octagon Investment Partners 18-R, Ltd. (f/k/a Octagon Investment Partners XVIII)
	Octagon Investment Partners 24
	Octagon Investment Partners 25, Ltd.
	Octagon Investment Partners 33, Ltd.
	Octagon Investment Partners XV
	Octagon Investment Partners XX
	Octagon Investment Partners XXI, Ltd.
	Octagon Investment Partners XVI
	Octagon Investment XIX
	Octagon Investment XVII
	Octagon Investment XXIII
	Octagon Loan Funding, Ltd.
	Octagon Senior Secured Credit Master Fund Ltd.
Oppenheimer Funds, Inc. / Brown Bros Harriman & Co	Oppenheimer Master Loan Fund, LLC
	Oppenheimer Quest for Value Funds for the Account of Oppenheimer Fundamental Alternatives Fund

ANNEX: TERM LENDERS	
Fund Manager	Lender Name
	Oppenheimer Senior Floating Rate Fund
	Oppenheimer Senior Floating Rate Plus Fund
Oppenheimerfunds, Inc.	Harbourview CLO VII-R, Ltd.
Prudential Investment Management, Inc.	Dryden 36 Senior Loan Fund
	Dryden 37 Senior Loan Fund
	Dryden 38 Senior Loan Fund
	Dryden 40 Senior Loan Fund
	Dryden 41 Senior Loan Fund
	Dryden 47 Senior Loan Fund
	Dryden 49 Senior Loan Fund
	Dryden 50 Senior Loan Fund
	Dryden 53 CLO, Ltd
	Dryden 54 Senior Loan Fund
	Dryden 55 CLO, Ltd.
	Dryden 57 CLO, Ltd.
	Dryden 58 CLO, Ltd.
	Dryden 64 CLO Funding, Ltd.
	Dryden XXVI Senior Loan Fund
	Prudential Bank Loan Fund of the Prudential Trust Company Collective Trust
	Prudential Investment Portfolios, Inc. 14 - PGIM Floating Rate Income Fund f/k/a Prudential Investment Portfolios, Inc. 14 - Prudential Floating Rate Income Fund
Silvermine Capital Management, LLC	Man GLG US CLO 2018-1 Ltd. (f/k/a ECP CLO 2015-7, Ltd.)
	Man GLG US CLO 2018-2 Ltd. (f/k/a ECP CLO 2014-6, Ltd.)
	Silver Spring CLO Ltd.
Solus Alternative Asset Management LP	Solus Long-Term Opportunities Fund Master LP
	Solus Opportunities Fund 4 LP
	Solus Opportunities Fund 5 LP
	Solus Opportunities IDF Series Interests of the SALI Multi-Series Fund, L.P.
	Solus Senior High Income Fund LP
Sound Point Capital Management Fund	Sound Point CLO VI-R Ltd. (f/k/a Sound Point CLO VI Ltd)
	Sound Point Credit Opportunities Master Fund, L.P.
	Sound Point Montauk Fund, LP
Sound Point Capital Management, LP	American Beacon Sound Point Floating Rate Income Fund a series of American Beacon Funds
	Kaiser Foundation Hospitals (SP)

ANNEX: TERM LENDERS	
Fund Manager	Lender Name
	Kaiser Permanente Group Trust (SP)
	Neuberger Berman Alternative Funds - Neuberger Berman Absolute Return Multi-Manager Fund
	Principal Funds, Inc. - Global Multi-Strategy Fund (SP)
	Pure Insurance Company
	Sound Point Senior Floating Rate Master Fund, L.P.
	Teamsters Pension Trust Fund of Philadelphia & Vicinity
THL Credit Senior Loan Strategies LLC	Russell Investment Company Multi-Asset Growth Strategy Fund
	Russell Investment Company Russell Multi-Strategy Income Fund
	Russell Investment Company Unconstrained Total Return Fund
	Russell Investments Global Unconstrained Bond Pool
	Russell Investments Institutional Funds, LLC Multi-Asset Core Plus Fund
	Russell Investments Qualifying Investor Alternative Funds PLC
	Stichting Blue Sky Active Fixed Income Us Leveraged Loan Fund
	Stichting Pensioenfondsen Hoogovens
	THL Credit Bank Loan Select Master Fund, a class of the THL Credit Bank Loan Select Series Trust I
	THL Credit Wind River 2014-2 CLO Ltd.
UBS AG, Stamford Branch	UBS AG, Stamford Branch
Virtus Group LP	TICP CLO III-2, Ltd.
Wells Fargo Bank N.A.	Wells Fargo Bank, National Association (Charlotte)

Schedule 2 to Mosley Declaration

RELATIONSHIPS WITH POTENTIAL PARTIES IN INTEREST

Southcross**Current and Former Clients of A&M and/or its Affiliates¹**

3I Debt Management US LLC
 ABN Amro Capital USA LLC
 Ace American Insurance Co.
 Acock/Anaqua Operating Co., LP
 Adams Resource Marketing
 Air Liquide Large Industries US
 Alabama Power Company
 Amerada Hess Corporation
 American Beacon Sound Point
 American Home Assurance Company
 American International Group, Inc.
 American Midstream GP, LLC
 Anadarko Energy Services Company
 AQR Capital Management
 Apache Corporation
 Apollo Management LP
 Ares Management Corp.
 Arrowhead Gathering Co. LLP
 Associated Electric & Gas Insurance
 Services Ltd.
 Austin County Appraisal District
 AT&T
 Audubon Engineering Company LP
 AXIS Insurance Company
 Baker Hughes Incorporated
 Bank of Nova Scotia
 Barclays Bank PLC
 Benefit Street Partners CLO V, Ltd.
 Blackbrush Oil & Gas
 Boardwalk Pipeline Partners, LP
 BP Energy Company
 Brown Bros Harriman & Co.
 Buckyeye Partners, LP
 Cabot O&G Marketing Corp.
 Cadence Bank, NA
 Cargill, Incorporated

¹ A&M and/ or an affiliate is currently providing or has previously provided certain consulting or interim management services to these parties or their affiliates (or, with respect to those parties that are investment funds or trusts, to their portfolio or asset managers or their affiliates) in wholly unrelated matters.

Carrizo Oil & Gas, Inc.
 CCI Robinson's Bend LLC
 Castleton Commodities Merchant
 Caterpillar Financial Services Corporation
 Centerpoint Energy Services
 Centerpoint Energy Entex
 CenturyLink
 Charlesbank Capital Partners, LLC
 Chartis
 Chevron USA Inc.
 Cigna
 CIT
 Citgo Petroleum Corporation
 Citi Loan Funding MA WH LLC
 City of Houston
 CM Life Insurance Company
 Comcast Business
 ConocoPhillips Company
 Constellation Energy Commodities Group
 Coral Energy Resources, LP
 Crosstex Energy Services, LP
 DCP Midstream LLC
 DeLage Landen
 Delaware Secretary of State
 Deloitte & Touche LLP
 Denbury Onshore, LLC
 Deutsche Bank (Cayman) Limited
 Devon Energy Production Co. LP
 Direct Energy
 Dow Hydrocarbons & Resources LLC
 Duff & Phelps, LLC
 DXP Enterprises, Inc.
 Eaton Vance CLO 2014-1R, Ltd.
 EIG Energy Fund XIV (Cayman), LP
 Enbridge Holdings
 Energy Transfers Partners, LP
 Enterprise Products Partners, LP
 Energy Corporation of America
 Energy Transfer Partners, LP
 Environmental Protection Agency
 EOG Resources Inc.
 EP Energy E&P Company, LP
 Evercore Group LLC
 Exxonmobil Corporation
 FedEx
 Fieldwood Energy LLC
 Five Arrows Managers North America

Southcross

Flint Hills Resources	Paterson Energy Corporation
Florida Gas Transmission Company	Petro-Hunt, LLC
Georgia Pacific, LLC	Pioneer Natural Resources USA Inc.
Goodrich Petroleum Corporation	Premier Natural Resources II, LLC
Harris County Texas	PricewaterhouseCoopers LLP
Hartford Underwriters Insurance Co.	Prudential Bank Loan Fund
HIG Whitehorse Capital	QBE Insurance Company
Highbridge Loan Management 2013-2, Ltd.	QEP Energy Company
Hilcorp Energy Company	Range Resources Corp.
Howard Energy Partners	Raymond James Bank, NA
HPS Investment Partners, LLC	Readyrefresh by Nestle
Iberdrola Renewables, SA	RegionsBank
Illinois National Insurance Company	Reliant
International Paper Company	Republic Services, Inc.
Internal Revenue Services	RLI Insurance Company
Invesco BL Fund LTd.	Royal Bank of Canada
Investcorp Credit Management US LLC	Russell Investment Company
J Aron & Co	Sabco Oil & Gas Corp.
Jeffries/Apex Credit Partners	Sanchez Energy Corporation
JP Morgan Chase Bank	SBC Communications Inc.
Just Energy	Scana Energy Marketing, Inc.
Kaiser Francis Oil Co.	Seahawk Pipeline LLC
Kaiser Permanente Group Trust	Shell Energy North America US LP
Kinder Morgan Inc.	Sola Ltd.
KPMG LLP	Solus Alternative Asset Management LP
Lexington Insurance Company	Sound Point Capital Management Fund
Lewis Petro Properties, Inc.	Southern Natural Gas Company
Liberty Mutual Insurance Group	Southwest Airlines Co.
Lloyd's	SP Plus Corporation
Man GLG US CLP 2018-2 Ltd.	Standard Parking Corporation
Marathon Oil Company	State of Mississippi
Markwest Gas Services LLC	Stonegate Production Co.
Marsh USA Inc.	Swift Energy Operating, LLC
Massachusetts Mutual Life Ins.	Talisman Energy USA, Inc
Matheson Trigas, Inc.	Tailwater Capital LLC
Merit Energy Company LLC	Targa Resources Corp.
Merrill Lynch Commodities Inc.	Tennessee Gas Pipeline Co. LLC
MetLife	Texas General Land Office
Modspace Corporation	Texas State Treasurer
Moody's Investors Service, Inc.	Texon LP
Morgan Stanley Capital Group Inc.	THL Credit Bank Loan Select Master Fund
National Union Fire Insurance	Thompson & Knight, LLP
Neuberger Berman Alternative Funds	Time Warner Cable
NextEra Energy Capital Holdings, Inc.	Total Gas & Power North America Inc.
NuStar Logistics LP	Trafigura AG
Occidental Chemical Corporation	Travelers Casualty & Surety Co. of America

Southcross

Trinity Industries, Inc.
 TSL Holdings I LP
 Tudor Pickering Holt & Co.
 Twin Eagle Resources Management LLC
 United Energy Trading LLC
 U.S. Department of Transportation
 UBS AG
 United Rentals (North America), Inc.
 USA Compression Partners, LP
 Valero Marketing & Supply
 Verdun Oil & Gas, LLC
 Waste Management of Texas, Inc.
 Windstream
 XL Insurance America, Inc.
 XTO Energy Inc.
 Zurich American Insurance Company

**Significant Equity Holders of Current
 and Former A&M Clients²**

3I Debt Management US LLC
 ABN Amro Capital USA LLC
 Ace American Insurance Co.
 ALX V, Ltd.
 Amerada Hess Corporation
 American International Group, Inc.
 Apollo Management LP
 Ares Management Corp.
 Associated Electric & Gas Insurance
 Services Ltd.
 AT&T
 Babson Capital Management LLC
 Bank of Nova Scotia
 Barclays Bank PLC
 Barings LLC
 Benefit Steet Partners CLO V, Ltd.
 BP Energy Company
 Brown Bros Harriman & Co.
 Cadence Bank, NA

Cargill, Incorporated
 Caterpillar Financial Services Corporation
 CenturyLink
 Centerpoint Energy Entex
 Charlesbank Capital Partners, LLC
 Cigna
 Cintas Corporation
 Citi Loan Funding MA WH LLC
 City of Houston
 Columbia Management Investment Advisers
 Comcast Business
 ConocoPhillips Company
 Constellation Energy Commodities Group
 Credit Value Partners LP
 Deutsche Bank (Cayman) Limited
 DTE Energy Trading, Inc.
 Dow Hydrocarbons & Resources LLC
 Dryden 36 Senior Loan Fund
 Eaton Vance CLO 2014-1R, Ltd.
 EIG Energy Fund XIV (Cayman), LP
 Enbridge Holdings
 Endurance American Insurance Company
 Energy Transfer Partners, LP
 EnLink Midstream, LLC
 Enterprise Products Partners, LP
 Evercore Group LLC
 Exxonmobil Corporation
 Georgia Pacific, LLC
 Harbourview CLO VII-R, Ltd.
 Hartford Underwriters Insurance Co.
 HIG Whitehorse Capital
 Highbridge Loan Management 2013-2, Ltd.
 Hilcorp Energy Company
 HPS Investment Partners, LLC
 Invesco BL Fund LTd.
 Investcorp Credit Management US LLC
 Jeffries/Apex Credit Partners
 JP Morgan Chase Bank
 Kaiser Permanente Group Trust
 Kinder Morgan Inc.
 Liberty Mutual Insurance Group
 Loomis Sayles CLO II Ltd.
 Marathon Asset Management
 Marathon Oil Company
 Massachusetts Mutual Life Ins.
 Marsh USA Inc.

² These parties or their affiliates (or, with respect to those parties that are investment funds or trusts, their portfolio or asset managers or other funds or trusts managed by such managers) are significant equity holders of clients or former clients of A&M or its affiliates in wholly unrelated matters.

Southcross

Merrill Lynch Commodities Inc.
 MetLife
 MJX Asset Management
 Morgan Stanley Capital Group Inc.
 Neuberger Berman Alternative Funds
 Oppenheimer Master Loan Fund, LLC
 Prudential Bank Loan Fund
 Readyrefresh by Nestle
 Republic Services, Inc.
 Royal Bank of Canada
 Sempra Energy North America US LP
 Solus Alternative Asset Management LP
 Sound Point Capital Management Fund
 Southern Company Services, Inc
 Tailwater Capital LLC
 Tampa Electric Company
 Targa Liquids Marketing & Trade LLC
 Texas State Treasurer
 THL Credit Bank Loan Select Master Fund
 Time Warner Cable
 Total Gas & Power North America Inc.
 Trafigura AG
 Travelers Casualty & Surety Co. of America
 UBS AG
 United State Treasurer
 Valero Marketing & Supply
 Variable Annuity Life Insurance Company
 Zurich American Insurance Company

Creditors/Noteholders in A&M Engagements³

ABN Amro Capital USA LLC Babson
 Capital Management LLC
 Bank of Nova Scotia

³ A&M is currently advising or has previously advised these parties or their affiliates (or, with respect to those parties that are investment funds or trusts, their portfolio or asset managers or other funds managed by such managers) as noteholders or creditors or various creditors' or noteholders' committees in which these parties or their affiliates were members or which represented the interests of these parties or their affiliates.

Barclays Bank PLC
 Caterpillar Financial Services Corporation
 CIT
 Citi Loan Funding MA WH LLC
 Columbia Management Investment Advisers
 Credit Value Partners LP
 Deutsche Bank (Cayman) Limited
 Eaton Vance CLO 2014-1R, Ltd.
 Enerflex Energy Systems, Inc.
 Highbridge Loan Management 2013-2, Ltd.
 Internal Revenue Services
 JP Morgan Chase Bank
 Massachusetts Mutual Life Ins. Merrill
 Lynch Commodities Inc.
 Morgan Stanley Capital Group Inc.
 Octagon Credit Investors, LLC
 Oppenheimer Master Loan Fund, LLC
 Royal Bank of Canada
 Tin Inc. dba Temple Inland
 UBS AG

Professionals & Advisors⁴

Akin Gump Strauss Hauer & Feld LLP
 Arnold & Porter Kaye Scholer LLP
 Berkeley Research Group, LLC
 Beacon Hill Staffing Group, LLC
 Davis Polk & Wardwell LLP
 Debeyoise & Plimpton LLP
 Deloitte & Touche LLP
 Donnelley Financial, LLC
 Duff & Phelps, LLC
 Evercore Group LLC
 Gardere Wynne Sewell LLP
 Grant Thornton LLP
 Houlihan Lokey Capital, Inc.
 Jeffries/Apex Credit Partners
 Jones Day
 Kirkland and Ellis LLP

⁴ These professionals have represented clients in matters where A&M was also an advisor (or provided interim management services) to the same client. In certain cases, these professionals may have engaged A&M on behalf of such client.

Southcross

KPMG LLP
Kurtzman Carson Consultants
Latham & Watkins LLP
Locke Lord LLP
Morris Nichols
PricewaterhouseCoopers LLP
Vinson & Elkins LLP
Raymond James Bank, NA
Wilmington Trust, NA
Willkie Farr & Gallagher LLP

Significant Joint Venture Partners⁵

AT&T
BP Energy Company
Energy Corporation of America
HPS Investment Partners, LLC

Board Members⁶

Biegler, David
Caruso, NickMoxley, Joel D.
Williamson, Bruce A.

A&M Vendors⁷

3I Debt Management US LLC
AEGIS
Akin Gump Strauss Hauer & Feld LLP
American General Life Insurance Co.
American International Group, Inc.

⁵ These parties or their affiliates are significant joint venture partners of other clients or former clients of A&M or its affiliates in wholly unrelated matters.

⁶ These parties or their affiliates are board members of other clients or former clients of A&M or their affiliates in wholly unrelated matters.

⁷ These parties or their affiliates provide or have provided products, goods and/or services (including but not limited to legal representation) to A&M and/or its affiliates

Arnold & Porter Kaye Scholer LLP
Aspen Technology, Inc.
Associated Electric & Gas Insurance Services Ltd.
AT&T
Beacon Hill Staffing Group, LLC
BP Products North America, Inc.
Central Parking System
Cigna
Cintas Corporation
CIT
Citi Loan Funding MA WH LLC
Cogent Communications, Inc.
Comcast Business
Davis Polk & Wardwell LLP
DeLage Landen
Deloitte & Touche LLP
Deutsche bank
Dow Hydrocarbons & Resources LLC
Endurance American Insurance Company
Energy Transfer Partners, LP
Enterprise FM Trust
Evercore Group LLC
FedEx
Gardere Wynne Sewell LLP
Hartford Underwriters Insurance Co.
Houlihan Lokey Capital, Inc.
Jeffries/Apex Credit Partners
Jones Day
JP Morgan Chase Bank
Kirkland & Ellis LLP
KPMG LLP
Latham & Watkins LLP
Liberty Mutual Fire Insurance Co.
Lloyd's
Locke Lord LLP
Marsh USA Inc.
Massachusetts Mutual Life Ins.
McGriff, Seibels & Williams, Inc.
Merrill Lynch Commodities Inc.
MetLife
Moody's Investors Service, Inc.
National Union Fire Insurance
PricewaterhouseCoopers LLP
Prudential Bank Loan Fund
Readyrefresh by Nestle

Southcross

Standard Parking Corporation
Thompson & Knight LLP
Time Warner Cable
UBS AG
Vinson & Elkins LLP
Wilmington Trust, NA
Willkie Farr & Gallagher LLP
XL Insurance America, Inc.
Zurich American Insurance Company

Exhibit B

Proposed Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

)	
In re:)	Chapter 11
)	
SOUTHCROSS ENERGY PARTNERS, L.P.,)	Case No. 19-10702 (MFW)
<i>et al.</i> ,)	
)	Jointly Administered
Debtors. ¹)	
)	

**ORDER APPROVING APPLICATION OF DEBTORS FOR AUTHORITY
TO (I) EMPLOY AND RETAIN ALVAREZ & MARSAL NORTH AMERICA, LLC AS
FINANCIAL ADVISOR FOR THE DEBTORS *NUNC PRO TUNC* TO THE PETITION
DATE AND (II) WAIVE CERTAIN INFORMATION DISCLOSURE REQUIREMENTS**

Upon the Application (the “**Application**”)² of Southcross Energy Partners, L.P. (“**Southcross**”), Southcross Energy Partners GP, LLC, and Southcross’s wholly owned direct and indirect subsidiaries, each of which is a debtor and debtor in possession in the Chapter 11 Cases (collectively, the “**Debtors**”), for entry of an order, pursuant to sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Local Rules 2014-1 and 2016-2(h), (i) authorizing the Debtors to retain and employ A&M as their financial advisor *nunc pro tunc* to the Petition Date, in accordance with the terms and conditions set forth in the

¹ The debtors and debtors in possession in these chapter 11 cases, along with the last four digits of their respective Employer Identification Numbers, are as follows: Southcross Energy Partners, L.P. (5230); Southcross Energy Partners GP, LLC (5141); Southcross Energy Finance Corp. (2225); Southcross Energy Operating, LLC (9605); Southcross Energy GP LLC (4246); Southcross Energy LP LLC (4304); Southcross Gathering Ltd. (7233); Southcross CCNG Gathering Ltd. (9553); Southcross CCNG Transmission Ltd. (4531); Southcross Marketing Company Ltd. (3313); Southcross NGL Pipeline Ltd. (3214); Southcross Midstream Services, L.P. (5932); Southcross Mississippi Industrial Gas Sales, L.P. (7519); Southcross Mississippi Pipeline, L.P. (7499); Southcross Gulf Coast Transmission Ltd. (0546); Southcross Mississippi Gathering, L.P. (2994); Southcross Delta Pipeline LLC (6804); Southcross Alabama Pipeline LLC (7180); Southcross Nueces Pipelines LLC (7034); Southcross Processing LLC (0672); FL Rich Gas Services GP, LLC (5172); FL Rich Gas Services, LP (0219); FL Rich Gas Utility GP, LLC (3280); FL Rich Gas Utility, LP (3644); Southcross Transmission, LP (6432); T2 EF Cogeneration Holdings LLC (0613); and T2 EF Cogeneration LLC (4976). The debtors' mailing address is 1717 Main Street, Suite 5300, Dallas, TX 75201.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Application.

Engagement Letter, (ii) approving the terms of A&M's employment and retention, including the fee and expense structure and the indemnification, contribution, reimbursement and related provisions set forth in the Engagement Letter, (iii) waiving certain informational requirements of Local Rule 2016-2, and (iv) granting such other and further relief as is just and proper, as described more fully in the Application; and the Court having jurisdiction to consider the matters raised in the Application pursuant to 28 U.S.C. § 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012; and the Court having authority to hear the matters raised in the Application pursuant to 28 U.S.C. § 157; and venue being proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and consideration of the Application and the relief requested therein being a core proceeding that the Court can determine pursuant to 28 U.S.C. § 157(b)(2); and due and proper notice of the Application and opportunity for a hearing on the Application having been given to the parties listed therein; and it appearing that no other or further notice need be provided; and the Court having reviewed and considered the Application and the Mosley Declaration; and the Court having held a hearing on the Application, if applicable; and the Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and the Court having found that the terms and conditions of A&M's employment, including but not limited to the Fee and Expense Structure set forth in the Engagement Letter and summarized in the Application, are reasonable as required by section 328(a) of the Bankruptcy Code; and the Court having found that A&M is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code; and the Court having found that the relief requested in the Application being in the best interests of the Debtors, their creditors, their estates and all

other parties in interest; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The relief requested in the Application is hereby granted as set forth herein.
2. The Debtors are hereby authorized, pursuant to sections 327 and 328(a) of the Bankruptcy Code, Bankruptcy Rule 2014, and Local Rule 2014-1, to employ and retain A&M as their financial advisor in accordance with the terms and conditions set forth in the Engagement Letter, effective *nunc pro tunc* to the Petition Date, and to pay fees and reimburse expenses to A&M on the terms and at the times specified in the Engagement Letter.
3. The terms of the Engagement Letter, attached hereto as Exhibit 1, including, without limitation, the compensation provisions and the indemnification provisions, are reasonable terms and conditions of employment and are approved, subject to the modifications set forth herein.
4. All of A&M's compensation set forth in the Engagement Letter, including, without limitation, the Fee and Expense Structure, is approved pursuant to section 328(a) of the Bankruptcy Code and A&M shall be compensated and reimbursed pursuant to section 328(a) of the Bankruptcy Code in accordance with the terms of the Engagement Letter, subject to the procedures set forth in the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and any other applicable orders of the Court.
5. A&M shall file fee applications for interim and final allowance of compensation for services and reimbursement of expenses pursuant to the procedures set forth in sections 330 and 331 of the Bankruptcy Code; *provided, however*, the fee applications filed by A&M shall be subject to review only pursuant to the standard of review set forth in section 328 of the

Bankruptcy Code and not subject to the standard of review set forth in section 330 of the Bankruptcy Code.

6. Notwithstanding any provision to the contrary in this Order, the Office of the United States Trustee for Region 3 shall have the right to object to A&M's request(s) for interim and final compensation based on the reasonableness standard provided in section 330 of the Bankruptcy Code, not section 328(a) of the Bankruptcy Code. This Order and the record relating to the Court's consideration of the Application shall not prejudice or otherwise affect the rights of the U.S. Trustee to challenge the reasonableness of A&M's fees under the standard set forth in the preceding sentence. Accordingly, nothing in this Order or the record shall constitute a finding of fact or conclusion of law binding the U.S. Trustee, on appeal or otherwise, with respect to the reasonableness of A&M's fees.

7. A&M is granted a waiver of the information requirements relating to compensation requests set forth in Local Rule 2016-2(d) to the extent requested in the Application.

8. The Debtors shall be bound by the indemnification, contribution, reimbursement, exculpation, and other provisions of the Engagement Letter and will indemnify and hold harmless A&M and the other Indemnified Parties, pursuant to the Engagement Letter, subject, during the pendency of the Chapter 11 Cases, to the following:

(a) A&M shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Letter for services, unless such services and the indemnification, contribution, or reimbursement therefor are approved by the Court;

(b) The Debtors shall have no obligation to indemnify A&M, or provide contribution or reimbursement to A&M, for any claim or expense that is either:

(i) judicially determined (the determination having become final) to have arisen from A&M's gross negligence, fraud, willful misconduct, breach of fiduciary duty, if any, bad faith or self-dealing, (ii) for a contractual dispute in which the Debtors allege the breach of A&M's contractual obligations, unless the Court determines that indemnification, contribution or reimbursement would be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003) or (iii) settled prior to a judicial determination as to the exclusions set forth in clauses (i) and (ii) above, but determined by the Court, after notice and a hearing, to be a claim or expense for which A&M should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Letter as modified by this Order; and

(c) If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in the Chapter 11 Cases (that order having become a final order no longer subject to appeal) and (ii) the entry of an order closing the Chapter 11 Cases, A&M believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, and/or reimbursement obligations under the Engagement Letter (as modified by this Order), including, without limitation, the advancement of defense costs, A&M must file an application therefor in the Court, and the Debtors may not pay any such amounts to A&M before the entry of an order by the Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by A&M for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify A&M. All parties in interest shall retain

the right to object to any demand by A&M for indemnification, contribution or reimbursement.

9. Notwithstanding any Bankruptcy Rule or Local Rule that might otherwise delay the effectiveness of this Order, the terms and conditions of this Order shall be effective and enforceable immediately upon its entry.

10. The relief granted herein shall be binding upon any chapter 11 trustee appointed in the Chapter 11 Cases or upon any chapter 7 trustee appointed in the event of a subsequent conversion of the Chapter 11 Cases to cases under chapter 7.

11. To the extent that there may be any inconsistency between the terms of the Application, the Mosley Declaration and this Order, the terms of this Order shall govern.

12. The Debtors and A&M are authorized to take all such actions as are necessary or appropriate to implement the terms of this Order.

13. The Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Dated: _____, 2019
Wilmington, Delaware

THE HONORABLE MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Engagement Letter



March 1, 2019

Michael Howe
Chief Financial Officer
Southcross Energy Partners GP, LLC
Southcross Energy Partners, L.P.
1717 Main Street, Suite 5200
Dallas, TX, 75201

Dear Mr. Howe:

This letter confirms and sets forth the terms and conditions of the engagement between Alvarez & Marsal North America, LLC ("A&M") and Southcross Energy Partners GP, LLC, Southcross Energy Partners, L.P. and its subsidiaries, and their respective assigns and successors (jointly and severally, the "Company"), including the scope of the services to be performed and the basis of compensation for those services. Upon execution of this letter by each of the parties below and receipt of the retainer described below, this letter will constitute an agreement between the Company and A&M (the "Agreement").

1. Description of Services

(a) A&M shall provide consulting services to the Company at the direction of the Company's Chief Financial Officer in connection with their efforts in seeking to assist the Company in its reorganization efforts. It is anticipated that A&M's activities shall include, among other things, the following:

- (i) assistance to the Company and its advisers in potential restructuring efforts;
- (ii) assistance in evaluation of the Company's current business plan and in preparation of a revised operating plan and cash flow forecast and presentation of such plan and forecast to the Company's board of directors and its creditors;
- (iii) assistance with all aspects of contingency planning in connection with a potential chapter 11 proceeding, including in preparation of any first-day motions, first-day declarations and supporting material in support of potential first- and second-day hearings;
- (iv) review of the Company's cash flow forecast, provide input to convert to a debtor-in-possession cash flow model and assist with any negotiations of use of cash collateral and debtor-in-possession financing, if necessary, and any ongoing reporting requirements related to same;

Southcross Energy Partners, L.P.
March 1, 2019

- (v) support management together with the Company's other engaged professionals in developing restructuring plans and internal and external communication action plans regarding any restructuring process and chapter 11 cases, should a filing occur;
- (vi) assist accounting staff in preparing for a potential chapter 11 filing, including accounts payable cut off;
- (vii) assist management with responses and data gather required as a result of due diligence conducted by various creditors' advisors;
- (viii) assist with bankruptcy preparation and case administration (including, but not limited to, preparing statements of financial affairs, schedules of assets and liabilities, creditor matrix, first day motions and monthly operating reports) and/or other restructuring efforts, if necessary;
- (ix) assist management's efforts to develop and prepare, in cooperation with the Company's other engaged professionals, a chapter 11 plan of reorganization and accompanying disclosure statement, with exhibits and appendices thereto, including a liquidation analysis and financial projections, as applicable;
- (x) assist with the Company's and its other engaged professionals' efforts to sell some or all of its assets pursuant to an out-of-court transaction or pursuant to section 363 of the Bankruptcy Code, including liaising with potential purchasers, providing due diligence and assisting in any matters related to closing a sale transaction;
- (xi) assistance in financing issues including assistance in preparation of reports and liaison with creditors;
- (xii) report to the Board as desired or directed by the Responsible Officer(s); and
- (xiii) other activities as are approved by you, the Responsible Officers or the Board and agreed to by A&M.

In rendering its services to the Company, A&M will report directly to the Responsible Officer(s) and will make recommendations to and consult with the Responsible Officers and other senior officers as the Board or Responsible Officer(s) direct.

- (b) In connection with the services to be provided hereunder, from time to time A&M may utilize the services of employees of its affiliates. Such affiliates are wholly owned by A&M's parent company and employees.

Southcross Energy Partners, L.P.
March 1, 2019

A&M personnel providing services to the Company may also work with other A&M clients in conjunction with unrelated matters.

2. Information Provided by the Company and Forward Looking Statements

The Company shall use commercially reasonable efforts to: (i) provide A&M with reasonable access to management and other representatives of the Company; and (ii) to furnish all data, material, and other reasonable information concerning the business, assets, liabilities, operations, cash flows, properties, financial condition and prospects of the Company that A&M reasonably request in connection with the services to be provided to the Company. A&M shall rely, without further independent verification, on the accuracy and completeness of all publicly available information and information that is furnished by or on behalf of the Company and otherwise reviewed by A&M in connection with the services performed for the Company. The Company acknowledges and agrees that A&M is not responsible for the accuracy or completeness of such information and shall not be responsible for any inaccuracies or omissions therein. A&M is under no obligation to update data submitted to it or to review any other areas unless specifically requested by the Board to do so.

You understand that the services to be rendered by A&M may include the preparation of projections and other forward-looking statements, and numerous factors can affect the actual results of the Company's operations, which may materially and adversely differ from those projections. In addition, A&M will be relying on information provided by the Company in the preparation of those projections and other forward-looking statements.

3. Limitation of Duties

A&M makes no representation or guarantee that, inter alia, (i) an appropriate restructuring proposal or strategic alternative can be formulated for the Company (ii) any restructuring proposal or strategic alternative presented to the Company's management or the Board or Responsible Officers will be more successful than all other possible restructuring proposals or strategic alternatives, (iii) restructuring is the best course of action for the Company or (iv) if formulated, that any proposed restructuring plan or strategic alternative will be accepted by any of the Company's creditors, shareholders and other constituents. Further, A&M does not assume any responsibility for the Company's decision to pursue, or not pursue any business strategy, or to effect, or not to effect any transaction. A&M shall be responsible for assistance with the implementation only of the restructuring proposal or strategic alternative approved by the Board or Responsible Officers and only to the extent and in the manner authorized by and directed by the Board or Responsible Officers and agreed to by A&M.

4. Compensation

(a) A&M will receive fees based on the following hourly rates:

Southcross Energy Partners, L.P.
March 1, 2019

Managing Directors	\$875–1,100
Directors	\$675–850
Analysts/Associates	\$400–650

Claims Management:

Managing Directors	\$825–950
Directors	\$650–800
Analysts/Consultants	\$400–600

A&M will use commercially reasonable efforts to assign work to the lowest hourly rate employee that can competently handle the work product. Such rates shall be subject to adjustment annually at such time as A&M adjusts its rates generally. Non-working travel time will be billed at 50% of the applicable hourly rate.

- (b) In addition, A&M will be reimbursed for its reasonable and documented out-of-pocket expenses incurred in connection with this assignment, such as travel, lodging, duplicating, messenger and telephone charges. All fees and expenses will be billed on a monthly basis or, at A&M's discretion, more frequently. Invoices are payable upon receipt.
- (c) The Company shall promptly remit to A&M a retainer in the amount of \$200,000, which shall be credited against any amounts due at the termination of this engagement and returned upon the satisfaction of all obligations hereunder.

5. Term

- (a) This Agreement will apply from the commencement of the services referred to in Section 1 and may be terminated with immediate effect by either party without cause by written notice to the other party; provided however, that if such notice is provided by A&M for other than Good Reason, such notice shall not become effective until the earlier of (a) thirty (30) days after the date of such notice and (b) such date that the Company notifies A&M that it no longer requires A&M's services.
- (b) A&M normally does not withdraw from an engagement unless the Company misrepresents or fails to disclose material facts, fails to pay fees or expenses, or makes it unethical or unreasonably difficult for A&M to continue performance of the engagement, or other just cause exists (together, "Good Reason").
- (c) On termination of the Agreement, any undisputed fees and expenses due to A&M shall be remitted promptly (including fees and expenses that accrued prior to but are invoiced subsequent to such termination).

Southcross Energy Partners, L.P.
March 1, 2019

(d) The provisions of this Agreement that give the parties rights or obligations beyond its termination shall survive and continue to bind the parties.

6. Relationship of the Parties

The parties intend that an independent contractor relationship will be created by this engagement letter. Neither A&M nor any of its personnel or agents is to be considered an employee or agent of the Company and the personnel and agents of A&M are not entitled to any of the benefits that the Company provides for the Company employees. The Company acknowledges and agrees that A&M's engagement shall not constitute an audit, review or compilation, or any other type of financial statement reporting engagement that is subject to the rules of the AICPA, SEC or other state or national professional or regulatory body.

7. No Third Party Beneficiary

The Company acknowledges that all advice (written or oral) provided by A&M to the Company in connection with this engagement is intended solely for the benefit and use of the Company (limited to its Board and management) in considering the matters to which this engagement relates. The Company agrees that no such advice shall be used for any other purpose or reproduced, disseminated, quoted or referred to at any time in any manner or for any purpose other than accomplishing the tasks referred to herein without A&M's prior approval (which shall not be unreasonably withheld), except as required by law.

8. Conflicts

A&M is not currently aware of any relationship that would create a conflict of interest with the Company or those parties-in-interest of which you have made us aware. Because A&M and its affiliates and subsidiaries comprise a consulting firm (the "Firm") that serves clients on a global basis in numerous cases, both in and out of court, it is possible that the Firm may have rendered or will render services to or have business associations with other entities or people which had or have or may have relationships with the Company, including creditors of the Company. The Firm will not be prevented or restricted by virtue of providing the services under this Agreement from providing services to other entities or individuals, including entities or individuals whose interests may be in competition or conflict with the Company's, provided the Firm makes appropriate arrangements to ensure that the confidentiality of information is maintained and provided that A&M will not represent the interest of any such entities or individuals directly in connection with the Company's financial restructuring efforts.

9. Confidentiality / Non-Solicitation

A&M shall keep as confidential all non-public information received from the Company in conjunction with this engagement, except: (i) as requested by the Company or its legal counsel; (ii) as required by legal proceedings or (iii) A&M may disclose such information to a third party as reasonably required in the performance of this

Southcross Energy Partners, L.P.
March 1, 2019

engagement; provided that such disclosure is not in contravention of the Company's express direction. Should A&M unintentionally disclose material, non-public information in breach of this Agreement during the scope of their engagement, they shall notify the Chief Financial Officer. All obligations as to non-disclosure shall cease as to any part of such information to the extent that such information is or becomes public other than as a result of a breach of this provision. The Company, on behalf of itself and its subsidiaries and affiliates agrees that, until two (2) years subsequent to the termination of this engagement, it will not solicit, recruit, hire or otherwise engage any employee of A&M or any of its affiliates who worked on this engagement while employed by A&M or its affiliates ("Solicited Person"). Should, within such two year period, the Company or any of its subsidiaries or affiliates extend an offer of employment to or otherwise engage any Solicited Person and should such offer be accepted, A&M shall be entitled to a fee from the Company equal to the Solicited Person's hourly client billing rate at the time of the offer multiplied by 4,000 hours for a Managing Director, 3,000 hours for a Senior Director and 2,000 hours for any other A&M employee. The Company acknowledges and agrees that this fee fairly represents the loss that A&M will suffer if the Company breaches this provision. The fee shall be payable at the time of the Solicited Person's acceptance of employment or engagement.

10. Indemnification and Limitations on Liability

The attached indemnification and limitation on liability agreement is incorporated herein by reference and shall be executed upon the acceptance of this Agreement. Termination of this engagement shall not affect these indemnification and limitation on liability provisions, which shall remain in full force and effect.

11. Miscellaneous

This Agreement (together with the attached indemnity provisions), including, without limitation, the construction and interpretation thereof and all claims, controversies and disputes arising under or relating thereto, shall be governed and construed in accordance with the laws of the State of New York, without regard to principles of conflict of law that would defer to the laws of another jurisdiction. The Company and A&M agree to waive trial by jury in any action, proceeding or counterclaim brought by or on behalf of the parties hereto with respect to any matter relating to or arising out of the engagement or the performance or non-performance of A&M hereunder. The Company and A&M agree, to the extent permitted by applicable law, that any Federal Court sitting within the Southern District of New York shall have exclusive jurisdiction over any litigation arising out of this Agreement; to submit to the personal jurisdiction of the Courts of the United States District Court for the Southern District of New York; and to waive any and all personal rights under the law of any jurisdiction to object on any basis (including, without limitation, inconvenience of forum) to jurisdiction or venue within the State of New York for any litigation arising in connection with this Agreement.

This Agreement shall be binding upon A&M and the Company, their respective heirs, successors, and assignees, and any heir, successor, or assignee of a substantial portion of A&M's or the Company's respective businesses and/or assets, including any Chapter

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11 Trustee. This Agreement incorporates the entire understanding of the parties with respect to the subject matter hereof and may not be amended or modified except in writing executed by the Company and A&M. Notwithstanding anything herein to the contrary, upon prior written consent of the Company (or upon the Company's consummation of an out-of-court restructuring or the Company's commencement of a bankruptcy case or upon the Company's or its representatives' public confirmation of A&M's engagement), A&M may reference or list the Company's name and/or logo and/or a general description of the services in A&M's marketing materials, including, without limitation, on A&M's website.

If the foregoing is acceptable to you, kindly sign the enclosed copy to acknowledge your agreement with its terms.

Very truly yours,

Alvarez & Marsal North America, LLC

By:


Ed Mosley

Title: Managing Director

Accepted and agreed:

Southcross Energy Partners, L.P.

By: Southcross Energy Partners GP, LLC

Its general partner

By:


Kelly J. Jameson
General Counsel

Southcross Energy Partners GP, LLC

By:


Kelly Jameson
General Counsel

Southcross Energy Partners, L.P.
March 1, 2019

INDEMNIFICATION AND LIMITATION ON LIABILITY AGREEMENT

This indemnification and limitation on liability agreement is made part of an agreement, dated February 22, 2019 (which together with any renewals, modifications or extensions thereof, is herein referred to as the "Agreement") by and between Alvarez & Marsal North America, LLC ("A&M") and Southcross Energy Partners GP, LLC (the "Company"), for services to be rendered to the Company by A&M.

A. The Company agrees to indemnify and hold harmless each of A&M, its affiliates and their respective shareholders, members, managers, employees, agents, representatives and subcontractors (each, an "Indemnified Party" and collectively, the "Indemnified Parties") against any and all losses, claims, damages, liabilities, penalties, obligations and reasonable and documented out-of-pocket expenses, including the costs for (i) no more than one local law firm and one primary law firm to serve as counsel with respect to any single action or area requiring special expertise and (ii) others (including employees of A&M, based on their then current hourly billing rates) in investigating, preparing or defending any action or claim, whether or not in connection with litigation in which any Indemnified Party is a party, or enforcing the Agreement (including these indemnity provisions), as and when incurred, caused by, relating to, based upon or arising out of (directly or indirectly) the Indemnified Parties' acceptance of or the performance or nonperformance of their obligations under the Agreement; provided, however, such indemnity shall not apply to any such loss, claim, damage, liability or expense to the extent it is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) to have resulted primarily and directly from such Indemnified Party's gross negligence or willful misconduct. The Company also agrees that (a) no Indemnified Party shall have any liability (whether direct or indirect, in contract or tort or otherwise) to the Company for or in connection with the engagement of A&M, except to the extent that any such liability for losses, claims, damages, liabilities or expenses are found in a final judgment by a court of competent jurisdiction (not subject to further appeal) to have resulted primarily and directly from such Indemnified Party's gross negligence or willful misconduct and (b) in no event will any Indemnified Party have any liability to the Company for special, consequential, incidental or exemplary damages or loss (nor any lost profits, savings or business opportunity). The Company further agrees that it will not, without the prior consent of an Indemnified Party, settle or compromise or consent to the entry of any judgment in any pending or threatened claim, action, suit or proceeding in respect of which such Indemnified Party seeks indemnification hereunder (whether or not such Indemnified Party is an actual party to such claim, action, suit or proceedings) unless such settlement, compromise or consent includes an unconditional release of such Indemnified Party from all liabilities arising out of such claim, action, suit or proceeding.

B. These indemnification provisions shall be in addition to any liability which the Company may otherwise have to the Indemnified Parties. In the event that, at any time whether before or after termination of the engagement or the Agreement, as a result of or in connection with the Agreement or A&M's and its personnel's role under the Agreement, A&M or any Indemnified Party is required to produce any of its personnel (including former employees) for

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examination, deposition or other written, recorded or oral presentation, or A&M or any of its personnel (including former employees) or any other Indemnified Party is required to produce or otherwise review, compile, submit, duplicate, search for, organize or report on any material within such Indemnified Party's possession or control pursuant to a subpoena or other legal (including administrative) process, the Company will reimburse the Indemnified Party for its reasonable and documented out of pocket expenses, including the reasonable and documented fees and expenses of its counsel, and will compensate the Indemnified Party for the time expended by its personnel based on such personnel's then current hourly rate.

C. If any action, proceeding or investigation is commenced to which any Indemnified Party proposes to demand indemnification hereunder, such Indemnified Party will notify the Company with reasonable promptness; provided, however, that any failure by such Indemnified Party to notify the Company will not relieve the Company from its obligations hereunder, except to the extent that such failure shall have actually prejudiced the defense of such action. The Company shall promptly pay documented expenses reasonably incurred by any Indemnified Party in defending, participating in, or settling any action, proceeding or investigation in which such Indemnified Party is a party or is threatened to be made a party or otherwise is participating in by reason of the engagement under the Agreement, upon submission of invoices therefor, whether in advance of the final disposition of such action, proceeding, or investigation or otherwise. Each Indemnified Party hereby undertakes, and the Company hereby accepts its undertaking, to repay any and all such amounts so advanced if it shall ultimately be determined that such Indemnified Party is not entitled to be indemnified therefor. If any such action, proceeding or investigation in which an Indemnified Party is a party is also against the Company, the Company may, in lieu of advancing the expenses of separate counsel for such Indemnified Party, provide such Indemnified Party with legal representation by the same counsel who represents the Company, provided such counsel is reasonably satisfactory to such Indemnified Party, at no cost to such Indemnified Party; provided, however, that if such counsel or counsel to the Indemnified Party shall determine that due to the existence of actual or potential conflicts of interest between such Indemnified Party and the Company such counsel is unable to represent both the Indemnified Party and the Company, then the Indemnified Party shall be entitled to use separate counsel of its own choice, and the Company shall promptly advance its reasonable and documented expenses of such separate counsel upon submission of invoices therefor. Nothing herein shall prevent an Indemnified Party from using separate counsel of its own choice at its own expense. The Company will be liable for any settlement of any claim against an Indemnified Party made with the Company's written consent, which consent shall not be unreasonably withheld.

D. In order to provide for just and equitable contribution if a claim for indemnification pursuant to these indemnification provisions is made but it is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) that such indemnification may not be enforced in such case, even though the express provisions hereof provide for indemnification, then the relative fault of the Company, on the one hand, and the Indemnified Parties, on the other hand, in connection with the statements, acts or omissions which resulted in the losses, claims, damages, liabilities and costs giving rise to the indemnification claim and

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other relevant equitable considerations shall be considered; and further provided that in no event will the Indemnified Parties' aggregate contribution for all losses, claims, damages, liabilities and expenses with respect to which contribution is available hereunder exceed the amount of fees actually received by the Indemnified Parties pursuant to the Agreement. No person found liable for a fraudulent misrepresentation shall be entitled to contribution hereunder from any person who is not also found liable for such fraudulent misrepresentation.

E. In the event the Company and A&M seek judicial approval for the assumption of the Agreement or authorization to enter into a new engagement agreement pursuant to either of which A&M would continue to be engaged by the Company, the Company shall promptly pay documented expenses reasonably incurred by the Indemnified Parties, including attorneys' fees and expenses, in connection with any motion, action or claim made either in support of or in opposition to any such retention or authorization, whether in advance of or following any judicial disposition of such motion, action or claim, promptly upon submission of invoices therefor and regardless of whether such retention or authorization is approved by any court. The Company will also promptly pay the Indemnified Parties for any documented expenses reasonably incurred by them, including attorneys' fees and expenses, in seeking payment of all amounts owed it under the Agreement (or any new engagement agreement) whether through submission of a fee application or in any other manner, without offset, recoupment or counterclaim, whether as a secured claim, an administrative expense claim, an unsecured claim, a prepetition claim or a postpetition claim.

F. Neither termination of the Agreement nor termination of A&M's engagement nor the filing of a petition under Chapter 7 or 11 of the United States Bankruptcy Code (nor the conversion of an existing case to one under a different chapter) shall affect these indemnification provisions, which shall hereafter remain operative and in full force and effect.

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G. The rights provided herein shall not be deemed exclusive of any other rights to which the Indemnified Parties may be entitled under the certificate of incorporation or bylaws of the Company, any other agreements, any vote of stockholders or disinterested directors of the Company, any applicable law or otherwise.

SOUTHCROSS ENERGY PARTNERS,
L.P.
By: Southcross Energy Partners GP, LLC
Its general partner

ALVAREZ & MARSAL NORTH
AMERICA, LLC

By: 
Kelly J. Jameson
General Counsel

By: 

SOUTHCROSS ENERGY PARTNERS GP,
LLC

By: 
Kelly J. Jameson